# TRANSCRIPT OF RECORD.

# SUPREME COURT OF THE UNITED STATES.

OCCUBER THEN, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

HAMBURG-AMERIKANISCHE PACKETTABET AUSTRI-GESELLSCHAFT ET AL.

> Med November 18, 1994. PHO NO. SAUSE.

Term No. 382.

HAMBURG-AMERIKANISCHIE PACKETFAHRE ACTIEN-GESELLSCHAFT ET AL. APPELLANTS,

THE UNITED STATES OF AMERICA ET AL.

APPLIE 780'S THE DIDISTOY COURS OF THE UNITED STATES FOR THE SOUTHERN DISSRIOT OF SHIP YORK.

VOLUME &

Tara de la Compa



IN THE

# SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA

Petitioner Appellant,

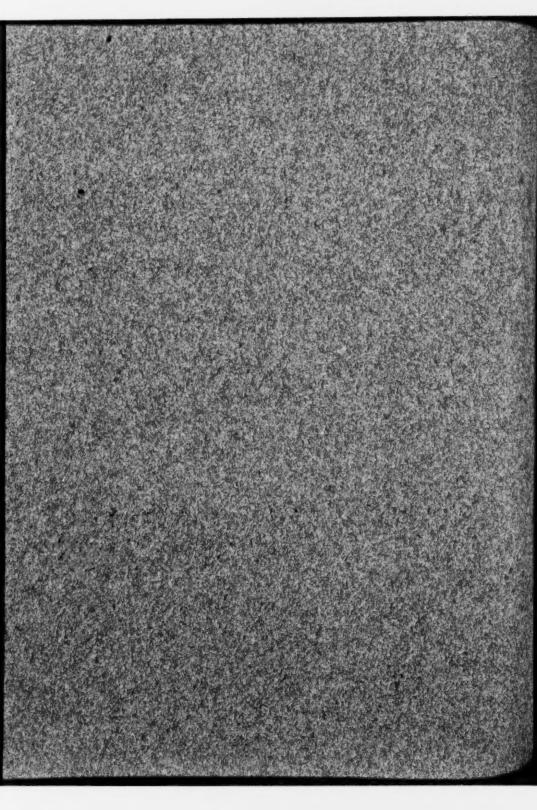
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HAMBURG AMERIKANISCHE PACKETFARRT ACTIEN GESELLSCHAFT, and others.

Defendante Appellore.

Pertuological Partings

VOLUME V.



# IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

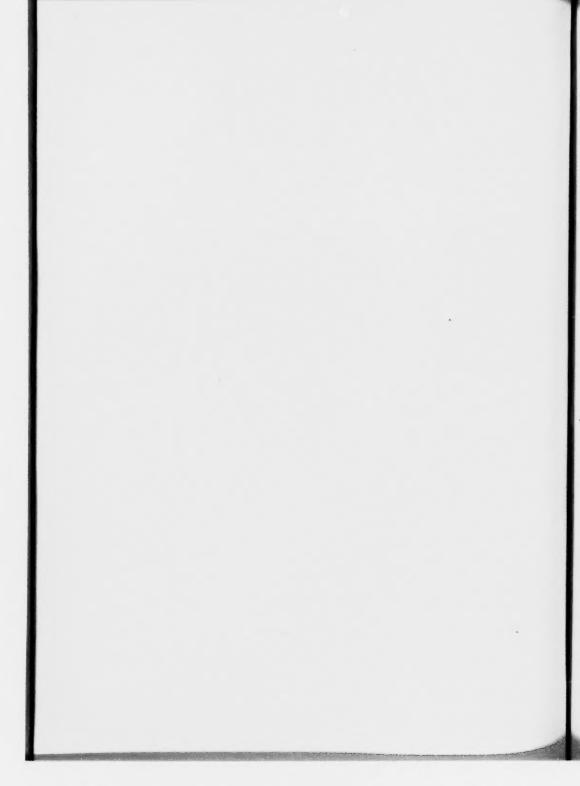
UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, Defendants.

EXHIBITS. VOLUME, V.

THE REPORTER CO., WALTON, N. Y. New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay. Brooklyn Office: 375 Fulton Street, Room 58. 'Phone 2300 Main. 1913



## Petitioner's Exhibit 613.

6577

6578

July 27th, 1909.

Messrs. The Russian-American Line, Libau, Russia.

Gentlemen:

Prepaid 17745, reference 3888, report 131, June 10th.

Enclosed please find application from the agent for cancellation of the above prepaid ticket, which passenger has paid her own fare from Wilno to Libau, and paid her own ocean fare. You will find on our statement that we applied for the cancellation of this prepaid also, and as you will see from the enclosed letter the agent requires to have this money refunded without any deductions.

By this opportunity beg to inform you that the other lines still do not charge any cancellation fees for passengers who have been refused transportation on account of sickness or suffering from trachoma, favus, etc., and until this will not be charged by the Conference Lines, we will have to take the same stand.

Yours very truly,

Copy to Copenhagen.

#### Petitioner's Exhibit 614.

Libau, 28/10 June, 1909.

Messrs, A. E. Johnson & Co., New York.

Dear Sirs:

Your favour of the 26th ulto. to hand V'e agree with you that it would be very good if we could go into arrangements with the railroad companies in Russia that they should accept orders from us for railroad tickets, but at present it is impossible to obtain this because the negotiations with the Government always last very long and secondly when such arrangement takes place, the Government as a rule always establishes for it a special Office with large staff for which we have to pay our share, which is very heavy, thus the matter will bring us only losses the immigration over Russian ports being at present too unimportant compared with what it will be when the passport-facilities will be granted. As soon as this happens it will be a matter of course that we will apply at the Government to go with us into arrangement re railroad tickets.

We are, dear Sirs,

Yours faithfully,
THE RUSSIAN AMERICA LINE
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

(Sig. undecipherable.)

6581

#### Petitioner's Exhibit 615.

6583

Libau, 26/8 June, 1909.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We own your favor of the 21st ulto, and thank you very much for the copies of correspondence exchanged with the Russian Imperial Consulate at Chicago.

Kindly let us know if Baron S. Schilling has agreed to give our steamers the preference and whether the Russian Imperial Consulate at yours F is also given passport-certificates by mail.

We are, dear Sirs,

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
RUSSIAN-EAST ASIATIC STEAMSHIP Co., Ltd.

(Signature undecipherable.)

F If not, please try to induce them to follow the example of the Chicago Consul.

F. SCHY.

6585

# Petitioner's Exhibit 616.

Libau, 26/8th June 1909.

Messrs. A. E. Johnson & Co., New York

Dear Sirs:

Your favor of the 20th (1) and 21st (5) ulto, to hand.

s/s "Estonia" 13. We fully approve your way of acting and note with thanks that outside of a compensation of \$4 per head we will still get demurrage from Saturday to Monday for the "Estonia."

6587 s/s "Russia" 5. We note that also this steamer had to fight against the North West Transport Line on June 5th and we have to receive compensation of \$2 per head.

We are, dear Sirs,

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
RUSSIAN-EAST ASIATIC STEAMSHIP Co., Ltd.

(Signature undecipherable.)

#### Petitioner's Exhibit 617.

6589

6590

Libau, 2/15th June 09.

Messrs. A. E. Johnson & Co, New York.

Dear Sirs:

We beg to acknowledge receipt of your favours (3) of 2nd in

Thracoma cases. Your information has our best attention and we are looking forward to your further news on the matter.

Volunteer Fleet. We are pleased to inform you that there is nothing in the rumors reported.

We thank you for the receipt for \$11,874.44, paid to Messrs. Benham & Boyesen for our account.

Prepaid 17407 & 20641. We duly received your telegram reading:

"You may forward prepaids 17407 20641 not advised you will find same in our next report." contents of which have our best attention.

Yours faithfully, RUSSISCHE-AMERIKA LINE, (A line undecipherable.)

(Signature undecipherable.) R.

## Petitioner's Exhibit 618.

7.

Libau, 15/28th June 1909.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We beg to acknowledge receipt of your favours of the 12th (2), the 14th (6), the 15th (3) and the 16th inst. (1), contents of which have our best attention. "Russia" 5. Thank you for statement of extra

\*\*Russia\*\* 5. Thank you for statement of extra commission to non-conference agents amounting to \$62.

We also duly received your statement of passage money amounting to \$16,702.35. Same is now under persual and we shall eventually revert later on. We also received receipt from Messrs. Benham & Boyesen for the \$16,702.35.

Immigration. The circular letter from the commissioner at Ellis Island re passengers afflicted with tuberculosis, &c., has our best attention.

"Estonia" 12. Your explanation re the charge of \$112.15 for boarding of passengers noted. With regard to the commission of \$97.00 you have charged for the passengers transferred to other lines we beg to say that we find you ought not debit us for any commission on such passengers, as the Company have expenses enough on them, and besides the case is a special one, which we hope will not be repeated. We shall therefore be glad if you will kindly credit us for the charged commission.

Prepaid 17407. We note with thanks that you have credited us with \$3.44 for cable expenses.

Prepaid 20449, ref. 3265, rep. 125. Referring to our respects of the 25th inst., from which you will kindly have observed that the wife for whom this ticket was bought, is suffering from trachoma, we enclosed beg to return the letter and ticket enclosed in

6593

your favor of the 16th inst. and again ask you to cancel the ticket and pay the whole amount back to the purchaser of it.

Prepaid 20347, ref. 2683, rep. 119. As informed you in our respects of the 26th inst. we have paid Ro. 25,—to the "Deutscher Emigranton-Schutz Verein," who had furnished the passenger with this amount, and there can thus only be refunded R. 25,—to the purchaser at yours.

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
THE RUSSIAN-EAST ASIATIC STEAMSHIP Co., Ltd.
F. Schestakovsky.

#### Petitioner's Exhibit 619.

7.

Libau 22/5th July 09.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

Being informed by the Pool Secretary that the new Commissioner of Immigration has decided it unsafe for emigrants to arrive in future without sufficient funds for support until they can obtain employment, even though holding railway tickets to their destination, and that the Commissioner suggests that \$25—will be necessary in most cases, we shall thank to only sell prepaid tickets, when the purchaser is submitting the necessary money to the person in favor of whom the ticket is issued, or if he guarantees that the passenger is in possession of the necessary amount, so that we do not risk to get the passengers deported on account of insufficient funds.

This for your information and kind attention.
Yours faithfully,
THE RUSSIAN-AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP Co., LTD.

Signature undecipherable.
(Pencil Notation) Referred to Mr. Straus.
July 19, 1909.

7.

Libau, 27/10th July 09.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

"Estonia" against "Volturno."

We do not fail to inform you that we are informed by the secretary of the pool that some of the Atlantic Lines are objecting to refund us for the expenses incurred by delaying the "Estonia" in order to fight the "Volturno."

6602

As we have previously impressed upon you not to postpone any of our steamers without obtaining our permission, you ought not to have delayed the "Estonia" and under no circumstances without getting a guarantee from the small guarantee, that we would be fully indemnified by the pool. Under these circumstances we regret we will have to look to you for payment of the costs in connection with the postponement of the steamer, if the pool-lines should refuse to pay.

We take the opportunity to impress upon you again never to postpone a steamer, or to reduce the rates, or to pay higher commission, or to charge lower railfares without obtaining our sanction by wire, when we shall understand that you have a proper guarantee from the small committee, that we will get our loss and extra expenses fully refunded.

6503

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
THE RUSSIAN-EAST ASIATIC STEAMSHIP Co., Ltd.

(Signature undecipherable.)

6604

#### Petitioner's Exhibit 621.

# THE COMMERCIAL CABLE COMPANY.

Cablegram Via Commercial.

Received 330 P. M. 1592

June 15, 1909.

Ev 17 983. Libau 9. Maxolaf NY.

DECERPSI LITUANIA UNLESS SMALL COM-6605 MITTEE GUARANTEE DEMURRAGE. (Ink Notation.) Do not delay.

Copenhagen the 21st June 1907.

#### LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We beg to acknowledge receipt of 7 favours of yours of the 7th inst. dealing with various questions of a more or less general nature, which we wish to place before our Senior, Etatsraad Anderson, who is absent at present, but will return next week, when we shall revert to the subjects descussed. Here we shall only refer to a few items.

6608

Statement of Accounts. We have duly received your statement of accounts up to the 1st of June with vouchers, and shall after due examination revert to it. We would however kindly request you in future to let us have not monthly statements of accounts, as we infer is now your intention, but separate statements of accounts for each steamer, as soon as possible after she has left your port.

s/s Korea. We have noted what you have done in disposing of the passengers engaged for her intended departure on the 22nd May, and also the difficulties in securing passengers for the date of her delayed departure.

6609

We are also in receipt of your favour of the 10th inst. placing before us original letters of withdrawal of their agencies with your firm by Members of the Conference, and we shall in due time return them to your goodselves.

We remain, Gentlemen,

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

# Petitioner's Exhibit 623.

Copenhagen the 9th July, 1907.

Messrs. A. E. Johnson & Co., New York.

Gentlemen:

We beg to confirm telegrams exchanged as per copy enclosed.

Relations to Volunteers. We were pleased to see from your telegram received today that you are on very good terms with Messrs. Richards & Co., the clippings comparing the Volunteer steamers with ours in disfavor of the latter made us suspect that those Agents were on their own account militating against the Russian East Asiatic Co. Now that Kammerjunker Rschewusty is coming over to New York the most cordial relations also on your side should be sure to be established with the Volunteers, and we trust that you will call on the gentleman on board his steamer (Moscow) on arrival, and that the most efficient manner of working together across the Atlantic will be discussed with success.

We telegraphed you the sailings for August and September as desired, and shall to-morrow forward to you a detailed sailing list.

Reduction of Rate Rotterdam—New York. You will kindly have understood from our cable that we have deemed expedient to reduce this rate by 5 Roubles for the time being.

General. Referring to your previous letters on our admission into the Conference, attitude of American Railroad to non-conference Lines, the question of a suitable dock, your commission etc., etc., we would prefer to deal with these verbally and in an exhaustive way, when your Mr. Johnson visits Copenhagen, which we hope can be arranged so that Mr. Johnson could meet our Senior, Etatsraad Anderson, who

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## Petitioner's Exhibit 624

6613

after his visit to Iceland with our King will be back here abt. the 20th of August.

We are. Gentlemen.

Yours faithfully, AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI. (Signature undecipherable.)

(Pencil notation.)

#### Petitioner's Exhibit 624.

6614

Copenhagen the 22nd July 07. Libau—New York Trade.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

Agency at Vienna. We are obliged for your favour of the 8th inst. from which we note that the Agency in Vienna of the Volunteer Fleet has been changed to Universal Reisebureau, Fugbachgasse 10. Vienna. As for the same firm representing the Russian-East Asiatic Co. at Vienna, we beg to say that we are taking steps in the sense required and shall in due time revert to the subject.

6615

Yours faithfully, AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI. (Signature undecipherable.)

Received and answered. (Pencil notation.)

6617

# Petitioner's Exhibit 625.

Copenhagen, the 20th August 07. Libau—New York Trade.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We beg to acknowledge receipt of your 2 favours of the 2nd inst. having reference to the working of the Line generally, admittance to Conference, steamers etc., and we wish to inform you that these questions will be gone thoroughly into verbally with your Mr. Johnson before he returns to America.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)
(Signature undecipherable.)

# Petitioner's Exhibit 626.

THE ANGELO-AMERICAN TELEGRAPH COMPANY.

6618

Cablegram received at No. 68 Broad Street, New York,

August 17, 1907.

Place from No Message No. of Words. Received by Copenhagen 5 K 4 Ht Ht

Time received 3.35 a. m. Maxolof N. Y. follow Volunteer.

# Petitioner's Exhibit 627.

6619

THE ANGELO-AMERICAN TELEGRAPH .

Cablegram received at No. 68 Broad Street, New York, Aug. 26, 1907.

Place No. No of

from Message Words Rec. by Time rec. Copenhagen, 193 Z 6 F C Jr. 1153 a m

(Pencil notation.)

To Maxolaf N. Y.

Reduce prepaids Saucisse (same as) 6620

Volunteer

Ack. 8/26/07 (Pencil notation)

# Petitioner's Exhibit 628.

Copenhagen 5th Septbr. 07.

#### LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York.

Rate Reduction. We are obliged for your favour of the 24th August handing us copies of a Conference letter with regard to reduction of Cabin Rates, etc., etc., which have our best attention.

In reply to your cable received yesterday and read-

"Lloyds outward 23 Dollars Richards cabled authority 20 Dollars may we follow,"

we cabled you as follows:

"You may follow Volunteer," which we beg to confirm.

Passengers homewards. We also received your telegram reading:

"s/s Estonia Rotterdam steerage 263 cabin 2 Libau steerage 39 cabin 2," from which understood that the steamer left New

6624 York with 306 passengers altogether.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)

#### Petitioner's Exhibit 629.

6625

Copenhagen the 5th October 07.

A. E. Johnson, Esq., c/o Messrs. A. E. Johnson & Co., New York.

Dear Sir

We beg to acknowledge receipt of your favour dated Paris the 1st inst. handing us a letter from Mr. Strauss, for which we are very much obliged. Mr. Strauss' picture of the feelings and movements among the Conference agents was of great interest to us, and a good thing it would be if this would lead to at least some sort of arrangement, which would again raise the rates. We have sent a copy of the said letter to St. Petersburg for the information of the Head Office, which will be sure to also interest them.

6626

Yours faithfully, AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI. (The East-Asiatic Company, Ltd.)

(Signature undecipherable.)

#### Petitioner's Exhibit 630.

Copenhagen, the 25th Oct. 07.

#### LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co, New York.

#### Gentlemen:

Continental Conference. We duly received your telegram reading:

"Continental conference—meeting was held yesterday they have advised their home offices permitting certain agents booking for Russian Lines if company approached—we consider—you ought not to agree limiting company to number of passengers booked or transferred."

> which we read with interest, and in reply beg to inform you that we intend taking exception to a proposal with regard to a limited number of passengers, should such proposal come forward.

Yours faithfully, AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI. (The East-Asiatic Company Ltd.)

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(Signature undecipherable.)

#### Petitioner's Exhibit 631.

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Copenhagen, 13th December, 1907.

#### LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We received your telegram:

"Red Star outward \$30. Volunteer \$28—we will follow Volunteer you must abide we expect Korea 900."

of which we note that the price eastwards has been reduced by the Red Star Line to \$30—which was followed by the Volunteer Fleet to \$28—and confirm our reply:

"Follow Volunteer."

We regret that a reduction has taken place and as we note that "KOREA" will get abt. 900 passengers eastwards we understand that many passengers still leave America.

We suppose that "KOREA" will have the benefit of the higher price say \$31—and await your kind informations.

Yours faithfully, AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI.

6633

(Pencil notation) (Signature undecipherable.) Acknowledge receipt and tell, we have done the best and almost taken \$31—rate as they can see on our report. S/s Korea.

# Petitioner's Exhibit 632.

Copenhagen, O., 17th December, 1907.
CONTROL DEPARTMENT.

Messrs. A. E. Johnson & Co., 27 Broadway, New York.

#### Gentlemen:

Your favor of the 4th inst. regarding differences in the railroad fares is duly to hand. Although these differences are comparatively slight—not very slight as you say, as in some cases they amount to from 12 to 16%—still they total on an average \$50—per steamer and with an increased eastbound passage traffic this amount will naturally be still further enlarged.

We do not doubt that you are following the Volunteers who, you state, again follow the Holland American Line, but as these railway fares simply are cash outlays on which there is no profit whatever, we think that the steamship owners are entitled to get at least their outlays for passengers' railway tickets back again without having to lose money on them.

We would also direct your attention to the fact, that in our letter of the 19th inst. in which this matter was mentioned, we stated that one passenger for Antwerp, No. 11650, was not included in your manifest, i. c. we had neither got payment of ocean nor of railway fare, but this part of our letter you do not reply to at all.

We await the favor of your early answer to this as well as to our letter of the 11th inst., which mentions some similar cases and today we have to state that No. 10251 to Krakau by S/S "Korea" IV, which is charged for by Ruys & Co., does not appear in your passenger manifest. How is it that in almost every boat there seems to be one or more passengers not included in your manifest?

6635

# Petitioner's Exhibit 632

6637

In reply to these various questions we shall feel obliged if you will kindly give us a little more explicit answer than we received to our respect of the 19th ult.

We are, Gentlemen,

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

Signature undecipherable.

6638

#### Petitioner's Exhibit 633.

Control Department.

Messrs. A. E. Johnson & Co., 27 Broadway, New York.

#### Gentlemen:

We have for some time past been desirous of making a change with regard to our financial arrangement with New York in connection with the emigrant trade, and now that the number of prepaids and eastbound passengers is on the increase, which we hope will continue, and you are consequently collecting larger amounts on our account, we think that the moment for initiating the change has arrived.

As you are no doubt aware our Russian steamers are supplied with coals by the Pennsylvania Beech Creek & Eastern Coal Co. at the price of \$3 per ton net, for which the Company has hitherto valued on us in Sterling by Masters' drafts at 30 d/s London.

As regards Messrs. Benham & Boyesen their a/cs generally average from 8-10.000\$ per steamer, for which they draw on us at 8 d/s in dollars with 1/4% bank brokerage added.

Now we consider that instead of your remitting us the full amounts collected by you, less your expenses, for which checks we only obtain 5 to 6 points under sight exchange, while we have to honor the drafts at the full exchange at sight, it would be better to centralize the financing so that you pay the Beech Creek Company's a/cs upon presentation same to be accompanied by receipt for the coal signed by the master and 1st engineer, and that you also settle Messrs. Benham & Boyesen's a/cs on presentation, the controlling and critizizing of these a/cs of course remaining with us as heretofore. Immediately upon the payment of these a/cs we would then ask you to make up your own

6641

# Petitioner's Exhibit 633

6643

a/cs in connection with the particular steamers and remit the balance if any to us, leaving all the general expenses to the monthly statement as usual.

We are writing to the two other parties by the same mail giving them the necessary instructions, and trusting that you will experience no trouble or difficulty in complying with the new arrangement.

We are, Gentlemen,

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company Limited.)

6644

Signature undeciperable. Pencil notation. Arranged 1/28/08. Initials undecipherable.

#### Petitioner's Exhibit 634.

Copenhagen, O., the 14th Jan. o8. LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We beg to acknowledge receipt of your favours of the 30th Dec. and 2nd January (2), contents of which have our attention.

s/s Arconia and the \$20 Rate. We very well understand that tickets actually bought before the advance of a rate must be honored. But it seems to us that it must be possible to prevent the agents in taking advantage of you, and we would in this respect beg to suggest that all the tickets should be dated with the date on which they are sold to such or such passenger, by which you should be able to exercise a certain, if not quite effective control.

Agent Mr. Kail. We thank you for the memorandum showing that this gentlemen has again been reinstated as a Conference Agent, and note that you are trying to keep him in some way or other for our Company.

6648

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

Signature undecipherable.

# Petitioner's Exhibit 635.

6649

Copenhagen, O., 20th January, 1908.

#### CONTROL DEPARTMENT.

Messrs. A. E. Johnson & Co., 27 Broadway, New York.

#### Gentlemen:

In continuation of our letter of the 16th inst. we hereby beg to inform you that the price of coal for which we have contracted with the Pennsylvania Beech Creek & Eastern Coal Co. for this year is \$3.10 free alongside, the price of \$3 mentioned in our previous correspondence being the price we paid in 1907. Please take note of this alteration and oblige.

6650

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company Limited.)

Signature undecipherable.

#### Petitioner's Exhibit 636.

Copenhagen, O., the 21st Jan., o8.

LIBAU-NEW YORK TRADE.

RECEIVED Feb 2 1908 ANSWERED (Undecipherable)

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We beg to acknowledge receipt of your favor of the 8th inst. and thank you for the Circular of the Trans-Atlantic Passenger Conference kindly sent therewith, contents of which we have duly noted, and are informing Libau and Rotterdam of the sums required to be in the possession of immigrant pessengers landing at U. S. ports and destined to Canadian destinations.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

Signature undecipherable.

6656

(Attached slip reads as follows): ENCLOSURE FOR: Messrs. A. E. Johnson & Co., undecipherable.

Chicago, Ill., Jan. 6, 1908.

Messrs. A. E. Johnson & Co., Chicago, Ill.

Gentlemen:

Report of my days work in the interest of the S. S. "ESTONIA" sailing Jan. 11th as well as prepaid business.

No prepaids can reasonably be looked for yet for two months time, all agents called on don't seem to look for any amount of it before March, and not much then unless the 75,000 men that are now out of employment can go to work, besides the very little difference in the rates and with the many difficulties in getting passengers through to Rotterdam there seem to be no object for an agent to exert himself to book prepaids via our line, as the same commissions are offered as are paid by all other lines, however, some agents promise to do what they can for us when time comes.

Called on Russian American Bureau, Mr. V. Braslavski, 700 5th Av. I have lost all faith in this agency, only makes promises.

Mr. K. W. Kempf, has quoted our rates to several parties, will try and give us some passengers if he is able to—very quiet now.

Mr. M. Hartman, had a visit but do not look for any business.

Mr. Anton Boenert, spent about an hour at his office, he will have some passenger for us.

Mr. Julian Piotrowski, 416 Milwaukee Ave. Had a very pleasant visit at his office and may get some

# Petitioner's Exhibit 637

business from him, on account of an accident he is not able to be at the office himself. On account of misunderstanding when first appointed he instructed his clerk not to sell any more tickets for our line, but has partly changed his mind since my previous call.

Zwierkowski & Kulik, 259 W. Chicago Ave., has no business in view.

Kvorka, Fisher & Co., 367 W. Chicago Ave. has the Cunard Line, not our agents, promises to give us some business and will call at office for tickets, but want to be put on the mailing list.

A. Ossowski, 141 W. Division St. Has nothing in view, at present time he refers his business to Mr. Boenert.

Pananek, Kovak & Co., 179 Cornell St. had a pleasant visit with agents and again asked them to call at our office for tickets in case they had any passengers.

Geo. R. Lenke & Co., 608 Milwaukee Ave. had a pleasant visit. Mr. Lenke gave orders to his clerk to give us some passengers for this sailing and will do so if anyone comes for tickets and can be booked to Rotterdam.

Mr. Jos. Husak, 591 Milwaukee Ave. Want our , prepaid blanks and will make effort to give us some business.

John A. Prebis & Co., 814 Milwaukee Ave. had a nice visit with agent. All agents are anxious to know about the S. S. "ESTONIA" and as I have seen this ship I can recommend same very highly and have informed all agents that she is a fast ship.

Mr. Adam Majewski, 567 Noble St. Will do all he can for us. Have ordered a new outward book to be sent this agent.

Joseph Rosinski, 521 Noble St. has some passengers in view that he will try to book for our steamer. Promises to push our line when business opens up.

# Petitioner's Exhibit 639

6661

Anton Klimek, 633 Noble St. has not yet given us any business had a pleasant visit and may get some passengers from him.

H. A. Bijaski, 602 Noble St. Called but did not find him at office

A. J. W.

#### Petitioner's Exhibit 639.

RECEIVED Feb 2 1908 ANSWERED Undecipherable

6662

6663

Copenhagen, O., the 22nd Jan., 08.

# LIBAU-NEW YORK TRADE.

Confidential.

A. E. Johnson, Esq., c/o Messrs. A. E. Johnson & Co., New York.

We are much obliged for your confidential letter of the 9th inst. giving to us the principal points of a conversation you had with Mr. Helmoldt of Bremen regarding our position to the Conference, our policy and the possibility of an arrangement being come to, which we have been reading with great interest.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

Signature undecipherable.

#### Petitioner's Exhibit 640.

Copenhagen, O., the 22nd Jan., o8. LIBAU-NEW YORK TRADE.

RECEIVED Feb. 1 1908 ANSWERED (Undecipherable)

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

6665

We beg to acknowledge receipt of your favours of the 8th, 9th (2) and 10th (2) inst., having reference to the Rate Question, and we have with great interest read your observations on the general steerage rate situation, and more especially the rate war initiated owing to the Cunard Line repudiating the principle of differentials against great speed and superior accommodations, and we shall be obliged for your keeping us fully posted on developements in this respect.

6666

We note that you consider a reduction of our Cabin Rate to \$37 necessary, and that you are reducing the rate accordingly for s/s "Korea," abt. 22nd Febr. from yours. We would however kindly request you henceforth in any particular case of reduction to cable us, when we shall at once cable you our views in reply, and be pleased to keep us posted of the exact dates on which the individual reductions come into force. In the present case you ascribe the necessity of the reduction to \$37 for cabin to the reduction made by Holland American, Red Star, Cunard, White Star and Allan Lines, but from the rate cards you have sent us. it appears only that the Eastward rate has been reduced, but we do not see any reference to the prepaids at all, while your proposal refers to "outward and prepaid" as well (your letter oth Jan.),

and we therefore do not see the necessity for the reduction in the case of "prepaids."

We would be obliged to have your further information on this point and remain, Dear Sirs,

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company Ltd.)

Signature undecipherable.

6668

### Petitioner's Exhibit 641.

Copenhagen, O., the 27th Jan. 08, LIBAU-NEW YORK TRADE.

RECEIVED Feb. 6 1908 ANSWERED

Messrs. A. E. Johnson & Co., New York.

## Gentlemen:

We beg to acknowledge receipt of your favor of the 15th inst. handing us a letter from Agent Mr. S. G. Cook, showing that owing to threats from the Conference Companies he had given up booking tickets for our steamers, which had our attention. Enclosed we beg to return the said letter with thanks after persual.

Yours faithfully,
AKTIESELSKABET.
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)
(Signature undecipherable.)

....

6672

# Petitioner's Exhibit 642.

H

Copenhagen, O., 28, January, 08.

#### LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We received your favor of 14th inst. and note to our regret that you have been obliged to reduce the rates again so that the price for second class is now \$37-to and from Rotterdam and \$47 to and from Libau. The rates for emigrants have been considerably reduced, we understand, by other lines but we note that you will look on some time as no steamer will leave New York before 19th February.

Regarding the prices for second class we beg to ask you if it was necessary to reduce them now, when no steamers will leave for Europe, as the steerage rates have not been reduced, and when it is possible to keep up the steerage rate unaltered we think that it would have been the same case with the cabin tickets.

Yours faithfully,

AKTIESELSKABET.

Per Pro DET OSTASIATISKE KOMPAGNI. (The East-Asiatic Company Limited.)

(Signature undecipherable.)

RECEIVED

Feb. 8 1908

ANSWERED

2/13/08.

Copenhagen the 7th Febr., 08.

# LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York

#### Gentlemen:

We are in receipt of your letters of the 11th, 22nd, and 24th January (4), contents of which have our attention.

Volunteer Fleet. We are communicating with St. Petersburg to ascertain the true facts in regard to the advertisement announcing the increase and weekly sailings of the Fleet, and shall in due time revert to the subject.

s/s Estonia's Passengers. We note that you sent about a 100 passengers on board the night before she sailed on the ground that Messrs. Richards & Co. had offered to pay the board in hotel for any passengers that would stay over for their steamer "Moskva," leaving the following Wednesday.

Transfer of Passengers. We note that in order not to make the Agents dissatisfied on account of the suspended sailings of our steamers you have transferred the passengers engaged by them to other steamers, and trust that you have been acting in our interest in doing so.

Sailing Lists. Such we will send you as soon as we are able to do so.

Cabling for Accommodation. To this we shall revert in a following letter.

Mr. Marcus' Round Trip Passengers. We note that you are trying to get Mr. Marcus to pay a higher rate, and shall be glad to have the result of your endeavors in due time.

We yesterday received your telegram reading:

6674

# Petitioner's Exhibit 643

"Dunothar Castle sailing 15th February Rotterdam one trip only we might give about 300 passengers which cannot wait Korea we will try arrange Libau outside contracts relieving congestion subject to your approval telegraph,"

in reply to which we cabled you as follows:

"We leave you to do what you consider best but try all you possibly can to retain as much as possible Korea,"

which we beg to confirm.

6677

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

Signature undercipherable.

## Petitioner's Exhibit 644.

6679

Copenhagen the 8th Febr., o8. LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

Prepaids. It could of course not be expected that we should as yet have reached the number of prepaids secured by Messrs. Richards & Co. for the Volunteer Fleet, but at the same time we cannot help to point out that the difference in the numbers of prepaids secured for their and our Line is so great that in fact it constitutes a conspicious disproportion. An example will show you what we mean. About the end of January the Volunteer Fleet had abt. 1500 prepaids, which had not sailed yet, whereas our number was only 335, and the Volunteer Fleet receives at present, when the traffic is very weak, no less than 80 prepaids, while the corresponding number on our side is only abt. 20. Seeing that the prepaid business is considered the basis of any emigrant Line, the result is a sad one, and more especially so at this time of the year, when the passengers that can be booked in Europe amount practically to nil. The importance of the prepaid business is evident to your goodselves as it is to us, and we shall be obliged to have your views as to what prospect you can hold out as to the developement of this business for our Line in the near future.

6680

6681

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company, Ltd.)

Signature undecipherable. Ans. 2/26/08 NW.

# Petitioner's Exhibit 645.

Copenhagen, 10th Feb., 08.

Messrs. A. E. Johnson & Co., New York.

#### Gentlemen:

We beg to acknowledge receipt of your favors of the 25 (1), 27th (2), and 28th (2) January last.

We are obliged for the

Reading Matter referring to Mr. Ballin and the German Lines handed us with your letter of the 25th Jan.

6683 Sailing List. This will be dispatched to you as soon as we have the dates concerned, which we hope will be very shortly.

Railroad Tariffs. We have duly received the Railroad tariffs announced in yours of the 28th Jan. to have been dispatched to us on the 23d of the same month. The American Laws on Immigration announced have however not reached us. We note that a supply of Manifests were sent to Libau and Rotterdam in charge of the Purser of s/s St. Petersburg.

Alien Seamen. We are obliged for the copy of the Conference letter on this subject sent us with your letter of the 28th Jan.

We also beg to acknowledge receipt of your telegram reading:

"London Conference adjourned pooling steerage proposed," for which we are much obliged.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

(Signature undecipherable.)

# Petitioner's Exhibit 646.

6685

H

Copenhagen, 24 Feb., '08.

Messrs. A. E. Johnson & Co., New York.

Gentlemen:

We thank you for your favor of the 8th inst. with enclosures of the report of Steamship Conference as well as Clipping from the New York Herald in regard to same which we have read with great interest.

Yours faithfully,

AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Co. Ltd.)

(Signature undecipherable.)

6686

(Newspaper Clipping attached to Original.)

The following is the TRANSLATION.

Warning for those leaving for Europe. Our duty is to warn fellow countrymen before exploitation which sacrifice are falling leaving for Europe. Poles. which having little practice, falling into the hands of unconscionable agents, straining without compassion. We think here about the agents of the Russian Steamship Co., beautifully by them advertised, and really very bad with regard to navigation, comforts and food consumed by the passengers travelling with this line. Above all is to note that every guarantee given the purchaser of the ticket, that the Russian Line has its own consistent ports at Bremen, Hamburg, Rotterdam and Antwerp is deprived of truth because the mentioned line has only one consistent port at Libau, Russia, but at Holland, near Rotterdam, the line has a halting place so-called coaling station where the steamers stop to provide themselves with coal for the further voyage. And from this coaling station

# Petitioner's Exhibit 646

which has no conditions to fit it as a port the passengers from the steamers of the Russian Line are forwarded by railroad to the other ports. The passengers on the steamers of the Russian Line are not treated like Human Beings, and the steamers do not merit the name of steamers at all-they are old transport ships from the Russian-Japanese war. What the laps have not smashed to pieces, the Muscovites turned to their profit these much used boxes, and established for the exploitation of the inexperienced, the Russian Line. The chief passengers on this line are the Poles. It is time to put an end to this, and in order to do so, we are giving our fellow countrymen the following warning. Do not listen to the beautiful sonorous words and guarantees of the agents, and do not cram the pockets of the Muscovites with your money, for they are murdering us enough. Do not help with your money the finances of the Russian Line, because in this way, you turn the whip against yourselves. In order to prevent the misuse, you must warn each other against the hunting of Poles by agents of the Russian Line, and especially must we warn those fellow-countrymen not knowing, reading. Although you can buy a ticket on this line for Two or three dollars less than on the others, it is necessary not to consider this, because this cheapness will not bring you utility, and will perhaps deprive you, of your health. Instead of the expected good, you will let unnecessary tears fall. If you, fellow-countrymen wish to go to Europe, via Rotterdam, in buying your ticket ask for a ticket on the Holland American Line, and if they answer, "Yes," then buy the ticket. If you wish to go to Antwerp, declare that you want a ticket on the Red Star Line, if to Bremen, ask for the North German Lloyd. In buying a ticket to Hamburg via Liverpool mention the names of the following steamship lines, "Cunard Line," "White Star Line," "American Line," or "Anchor Line."

6690

# Petitioner's Exhibit 647.

6691

H

Copenhagen, 2d Marts, 08.

Messrs. A. E. Johnson & Co., New York.

Gentlemen:

We beg to confirm our telegram of 29th ult:.

"Telegraph as soon as possible how many eastbound emigrants during last year U. K. Continent the following to be excluded Mediterranean,"

and received yesterday morning your reply:

6692

"350514 of which 213551 direct Continent unable to ascertain nationalities by United Kingdom Lines,"

for which we beg to thank you and contents noted.

Yours faithfully,

AKTIESELSKABET,

August 3d, 1908.

p. p Det Ostasiatiske Kompagni. (The East-Asiatic Co. Ltd.)

(Signature undecipherable.)

# Petitioner's Exhibit 648.

6693

Messrs. The East Asiatic S. S. Co., Copenhagen, Denmark.

Gentlemen:

Enclosed for your information we are sending you circular issued by the North German Lloyd reducing the steerage rate on the steamer "Barbarosa" to \$23.00. You will note from this circular that this steamer sails the next day after our steamer "RUSSIA."

Yours very truly,

## Petitioner's Exhibit 649.

Copenhagen, 18 July, 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date.

Rates. We note that the North German Lloyd and the Austrian Line have reduced their rates against us to \$25—and that you recommend to reduce the rate for "Estonia" to \$24,—in reply to which we wired you that we leave it in your hands, and we feel confident that you will arrange it in the way you in your position at New York judge the most profitable to us. We trust it will prove to be unnecessary to reduce the rate.

Yours faithfully, AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

Your favors of 7th and 8th inst. with enclosures just to hand. Contents have our best attention.

Copenhagen, 21 July, 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favors of 9th and 10th inst. with enclosed clippings and sailing lists, also your telegram of yesterday, for which we beg to thank you.

s. s. "Estonia." We note the Holland Line have reduced their outward rates to \$22,—against s. s. "Zelunga" sailing from New York July 28th, and that you expect the result for "Estonia" will be only 400 passengers. We are now looking forward to the final result with your telegram of her departure tomorrow.

s. s. "Russia" from New York 5th August. We await to hear from you how many passengers you think to secure for this steamer and hope that you and Messrs. Benham will be able to fill the steamer.

Yours faithfully,

AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI.

Aug. 1, 1908.

(Signature undecipherable.)

6699

### Petitioner's Exhibit 651.

Copenhagen, 24th July, 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date, contents of which have our attention.

Steerage Rate. We note the Continental Lines have reduced the rate to Rotterdam to \$21, in order to keep out opposition and that you recommend to make the rate for "Russia" \$24,—to which we wired you our approval, which we herein beg to confirm.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

# Petitioner's Exhibit 652.

6703

Copenhagen, 25 July, 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date, for which we beg to thank you.

S. S. "Russia." We note that the Holland Line has reduced the rate to \$21,—against s. s. "Jelunga" and that you recommend us to allow you to further lower the rate from \$24,—with 2 or 3 dollars if it should prove to be necessary in order not to lose the business, why we wired you today that we leave it in your hands at the same time asking you about the prospects for "Russia" and we now await your early reply.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

6705

# Petitioner's Exhibit 653.

Copenhagen, 30th July, 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favors of 18th, 20th and 21st inst. with enclosures, also your telegram of yesterday, contents of which have our best attention.

s. s. "Russia." We note that the North German Lloyd and the Austrian Line have now reduced their rate to \$23,—against us and that you according to our telegram of 25th inst. leaving you free hands have temporarily fixed the rate for "Russia" to \$23,—as well. We see that you expect to increase your bookings with a few Hundreds, if you drop the rate, and we understand that you will reduce the rate to \$22,—if you consider it the most profitable to us. It is only to be hoped that the prospects may improve, and we anyhow still await to hear from you what you have done.

We further note that s. s. "Jelunga" has left yesterday with 250 steerage passengers.

Yours faithfully,

AKTIESELSKABET, DET OSTASIATISKE KOMPAGNI.

File 8/11/08. (Pencil notation.) (Signature undecipherable.)

6707

# Petitioner's Exhibit 654.

6709

Copenhagen, 13th August, 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favors of 30th inst. with enclosures, contents of which have our best attention.

The circulars issued by the Trans-Atlantic Passenger Conferences we have posted on to Libau after perusal according to your request.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

6710

(Signature undecipherable.) (Pencil notation.) Paul. Aug. 22, 1908.

6713

# Petitioner's Exhibit 655.

Copenhagen, 21st Aug., 1908.

Private.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We confirm our respects of yesterday and telegrams exchanged since as per copy enclosed.

As you will now understand the reason, why we wired you yesterday not to book prepaids for some time, was that we at present are in close negotiations with the pooled lines, and we hope the result will be that The Russian East-Asiatic Co. joins the pool.

Taking it that the steamers join the pool, we, of course, do not now want to book at the present low rates, and we therefore wired you today in the meantime to keep all off.

Our Mr. Etatsraad Anderson is leaving for London next week where a meeting is to be held of the combined transatlantic Owners, and using this opportunity we hope to come to a final arrangement.

We remain, dear Sirs,

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Co. Ltd.)

6714

(Signature undecipherable.)

# Petitioner's Exhibit 656.

6715

# AKTIESELSKABET DET OSTASIATISKE KOMPAGNI.

(THE EAST-ASIATIC COMPANY, LIMITED.)

COPY OF TELEGRAMS exchanged with Maxolaf

New York.

Copenhagen, 21st Aug., 1908.

#### Sent:

Private

We are

close negotiations pool

hope decision

Welfisches

next week

London meeting

therefore meantime keep

all off

Abunuelo

act accordingly.

6716

# 6718 Petitioner's Exhibit 657.

THE ANGLO-AMERICAN TELEGRAPH COM-PANY.

Cablegram Received at No. 8 Broad Street (Stock Exchange Bldg.) New York.

Aug. 21, 1908.

38K COPENHAGEN 18 MAXOLAF NY

PRIVATE WEALE CLOSE NEGOTIATIONS
POOL HOPE D'CISION WELFISCHES LON6719 DON MEETIN THEREFORE MEANTIME
KEEP ALOFF AL UNUELO.

ORIENT.

(D 6.39 AM) (Pencil Notation): next week act accordingly.

Copenhagen, 7th December, 1908. Control Department.

Messrs. A. E. Johnson & Co., 21 Broadway, New York.

#### Gentlemen:

We cabled you today as follows: "Do not book prepaids via Rotterdam" which we hereby acknowledge.

The reason for cabling you is this that we continually find a few passengers being booked at yours from Rotterdam at much lower rates than we have to pay the H. A. L., by whose steamers they are forwarded and invariably with a considerable loss to us.

Here is a typical example:

No. 16384 Messrs. Ruys & Co. debit us as follows:

Paid to H. A. L. passage & headtax Commission 14 days lodging expenses	F1.	82.46 1.25 12.90
	El	06.6.

Credited by you in Libau Report No. 101: Net amount \$24—at 2.50

" 60.00 6723

Loss to R. A. Line

Fl. 36.61

Naturally we do not desire any more bookings of that kind.

We beg to refer to your letter of the 8th July last in which you ask us (on Page 2 under heading "Passenger Manifest steamer 'Korea' May 2nd") to investigate the matter of the bearers of the tickets 6528 and 6530 being forwarded to Tilsit, as Embarkation Coupons only read Rotterdam. We now enclose the

railway order for No. 6528 which distinctly states Tilsit, and have asked Libau to forward you No. 6530 direct. We shall therefore ask you to be kind enough to credit in your next monthly statement the railway fare to Titsit, viz. \$6.60 on each ticket, and we now return you the coupons which you forwarded to us.

On Page 1 of the same letter you write under heading "April Statement" that you will credit us with \$2.50, small differences in prepaid tickets 1832, 1093, 10194 and 9783, but so far you have not done so.

You will no doubt also hear from Libau about this. We are, Gentlemen,

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)
name undecipherable.

(Pencil Notation): Credit Cpy with \$14.64. Charge Chicago \$14.64.

Enclosures.

Copenhagen 4th, January, 1909. Control Department.

Messrs. A. E. Johnson & Co., 27 Broadway, New York.

# Gentlemen:

In Messrs. Benham & Boyesens Disbursement a/c for S/S "Korea" were included various amounts aggregating \$26 for maintenance at Ellis Island of passengers arriving by the Holland America steamers Ryndam 22 Sept., Statendam 29 Sepr., Noordam 5 Oct., and Ryndam 27 Oct., and on writing these friends objecting to these charges they now write us to the effect that they paid these amounts at your request, and that you are now arranging to have the amount refunded from the Holland American Line.

We cannot understand how you came to request Messrs. Benham & Boyeson to make such payment on a/c of our company, as you of course are fully aware of the fact, that at the moment the Holland American Line have accepted our prepaids at Rotterdam our responsibility and liability are at an end, and we shall therefore be glad to have your explanation of this matter.

In the meantime we have debited you with the \$26 and expect to see a credit for same in your December financial statement.

We are. Gentlemen.

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI,

(THE EAST-ASIATIC COMPANY LTD.)

(Name undecipherable.)

O. Hess.

6728

# Petitioner's Exhibit 660.

Jan. 29, 1909.

The East Asiatic Co., Copenhagen, Denmark.

Gentlemen:

Enclosed please find Trans-Atlantic Steamship Conference Circular, in reference to wireless telegraphy on board the ships, copy of which we have sent to the Libau office.

A. E. JOHNSON & CO.,

T.

6731

6732

# Petitioner's Exhibit 661.

Feb. 13, 1909.

The East Asiatic Co., Copenhagen, Denmark.

Gentlemen:

We sent a letter to Libau, informing them that the New York Continental Line, being revived and called the North West Transport Line, of which C. B Richards & Co., are the General Passenger Agents, have advertised the "Volturno" for Feb. 27th.

We have had our meeting here, and cabled to the other side through the secretary, for instructions in reference to competing against the steamer on the date mentioned by the North-West Transport Line.

Awaiting further instructions, we remain, Yours very truly. Copenhagen, 25 March, 1908.

Libau-New York Trade.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

We received your telegrams and replied as per copy enclosed.

We regret we cannot fix sailings otherwise until Messrs. The Russian Eastasiatic S. S. Ltd.'s negotiations with the Pool have been brought to an end. Until then we would thank you not to make any forward bookings of Passengers. As soon as we come to a decision either one way or the other, we shall wire you full instructions regarding sailings, but we may already now inform you that owing to the depressed state of affairs all over we intend to send only one steamer each month. We will only require the steamers to maintain a monthly sailing from Libau, and the new Steamer whose name is "RUSSIA," and "ESTONIA" will easily could keep up a monthly sailing.

The "KOREA" will be kept as a reserve steamer whereas s/s "LITUANIA" will be put into one of our Eastern routes and already be taken out of the trade when she returns to Libau.

Therefore we telegraphed you that s/s "ESTONIA" will sail after "KOREA" on the 4th of May, provided she will not clash with the Volunteer Fleet's departure.

This Company will not send their two April steamers, also on account of the Eastern Holidays, but we are not aware of which day in May will be fixed but have enquired St. Petersburg and will let you know if there should be any alteration in "ESTONIA'S" sailing.

6734

### Petitioner's Exhibit 662

The next sailing after "ESTONIA" will then be the new building, s/s "RUSSIA," which we expect ready middle May to leave Libau end of May or beginning of June and so far as we calculate the 25 Cabins you telegraph about could come in nicely for her, as we should think she will not be able to leave many days before the 24th June.

"RUSSIA" can take 42 Ist class and 60 IInd class Passengers. As we however do not expect so many Ist class Passengers we will only send inventory on board for 30 Ist class, whereas we will give full outfit for 60 Passengers on IInd class, which please note.

6737

Yours faithfully,
AKTIESELSKABET,
p. p DET OSTASIATISKE KOMPAGNI.
(THE EAST ASIATIC COMPANY LTD.)
(Name undecipherable.)

# Petitioner's Exhibit 663.

6739

6740

August 6th, 1908. File #24.

Dear Mr. Johnson:

From the different letters received from the Company from time to time we imagine that it is the desire on the Company's part to cut out Rotterdam coming westward; possibly it might be expensive, we do not know the reason, but it is very important for the Company to keep up the Rotterdam service as that is the important link against the pool lines. Naturally the pool Lines would hail such a project for us to discontinue when coming this way from the other side to leave out Rotterdam. Before the Company should entertain any such proposition they should be mighty well paid for it. Possibly there is no intention of doing this but in your discussion with the gentlemen on the other side kindly call their attention to this although we feel quite certain they know the importance and will not let it escape their attention in case of any discussion with the pooled lines.

Cordially yours,

.. 6741

# Petitioner's Exhibit 664.

August 6th, 1908.

File #28

Messrs. Slovak Press, 1888 Avenue A, New York.

#### Gentlemen:

In reply to your favor of the 1st instant in regard to prepaid ticket \$30512. We beg to advise you that it may be right that the passenger paid an additional 22 Kr. from Vienna to Rotterdam because the passengers from Galatia have to pay this addition because they cannot come direct via Vienna on account of the German Frontier Control Stations, therefore they have to come via Basel, and in accordance with our new rate sheet which we enclose herewith the rate is \$7.35 so that the amount paid by your passenger is correct.

Yours very truly,

6744

# Petitioner's Exhibit 665.

6745

6746

August 11th, 1908. F. 92.

Copy to Copenhagen, Libau, Chicago.

#### Gentlemen:

The following cablegram has just been received from Lawson Sanford the secretary of the Conference trom London dated August 9th:

"No result further negotiations end August present situation continues meanwhile."

this means that the Italian Lines have met in Paris in reference to discontinuing selling tickets to Continental Points via Italian Lines. They have agreed to meet at the end of August and in the meantime the rates will continue as heretofore.

Yours very truly,

# Petitioner's Exhibit 666.

August 11th, 1908. F. 93.

6747

Messrs. the Russian East Asiatic S. S. Co., Libau, Russia.

#### Gentlemen:

Enclosed please find for your information copy of the Trans-Atlantic Passenger Conference Report #777 of Cabin Second Cabin and Steerage passengers arriving and departing from this side to the week ending August 6th.

Yours very truly,

## Petitioner's Exhibit 667.

August 13th, 1908.

File #119.

Mr. User Marcus, Cor. Chrystie & Delancey Street, City.

Dear Sir:

In reply to your favor relative to prepaid 14061 we beg to inform you that we have written to our Rotterdam Agent in regard to the above mentioned ticket, but we can already call your attention to the fact that Prostken is one of the German Control Station and it often happens that passengers from there are returned, therefore we have issued our new railroad fare list copy of which we enclose you herewith, via Basel in order to avoid the difficulties which the passengers encounter by going through this German Control Station, however, as soon as we get a reply from our Rotterdam Agent we will let you know.

Yours very truly,

6750

# Petitioner's Exhibit 668.

6751

August 17, 1908. File #178. Libau New York Trade.

Messrs. The East Asiatic S. S. Co., Copenhagen, Denmark.

#### Gentlemen:

We beg to acknowledge receipt of your esteemed favor of August 6th and in answer to same we wired you that the Red Star Line were authorized by the pooled lines to fight the "KOREA" and reduced their rate to \$23.00 against the "KOREA" at \$26.00, and we met this rate of \$23.00 except in a few isolated cases where we accepted a \$22.00 rate to get the passengers away from the Red Star Line. The latter rate of \$22.00 we done secretly.

The "VOLTURNO" which is to sail on the 22nd of this month. The pooled lines have authorized the Red Star Line to make a \$22.00 rate against this steamer is the New York and Continental Line. We will keep you posted as to what the New York & Continental Line take out which will be very little, we feel quite certain.

Yours very truly,

6753

## Petitioner's Exhibit 669.

Aug. 21st, 1908. File #221.

Messrs. The East Asiatic S. S. Co., Copenhagen, Denmark.

### Gentlemen:

We beg to acknowledge receipt of your cablegram reading as follows:

"PRIVATE WEALE CLOSE NEGOTIATIONS POOL HOPE DECISION WELFISCHES LON-6755 DON MEETING THEREFORE MEANTIME KEEP ALOFF ABUNUELO."

We understand the cable thoroughly and will act accordingly, and would also respectfully suggest that should we go into the pool, the pool agents who are our personal friends will be glad of this and naturally will flock to us and we can then get decent rates with the tide of immigration which is coming this way pretty soon the Company ought to get at least £8 per head, plus the \$4.00 head tax for steerage passengers this is just as easy as getting £6., also for outward business in the same proportion.

Yours very truly,

# Petitioners' Exhibit 670.

6757

August 21st, 1908. File #222.

Messrs. A. E. Johnson & Co., 126 E. Kinzie Street, Chicago, Ill.

#### Gentlemen:

On receipt of this letter please advance the rates for the "Estonia" to \$26.00 to Rotterdam and \$33.00 to Libau of course all tickets advised and agreed for goes. My object in raising the rates to \$26.00 is to try to get the pool lines to do the same. Do not be particular, but see that circular goes out, but any tickets that you or your Agents have contracted for at the old rate will stand good.

Yours very truly,

6758

# Petitioner's Exhibit 671.

Aug. 24th, 1908. File #278.

Messrs. The East Asiatic S. S. Co., Copenhagen, Denmark.

6759

### Gentlemen:

We are sending you herewith for you information the Trans-Atlantic Passenger Conference report \$778 of Cabin, Second Cabin and steerage passengers leaving this side for the week ending August 21st, 1908.

Yours very truly,

Copy to St. Petersburg, Libau, Rotterdam.

## Petitioner's Exhibit 672.

Aug. 26th, 1908.

File #345.

Messrs the East Asiatic S. S. Co., Copenhagen, Denmark.

Gentlemen:

The Conference Lines notified us today that they received a cable from Mr. Peters. Manager of the Pool Lines that they have made arrangements with the Russian East Asiatic Steamship Company and all competition should cease, and that our outward rate should be \$28.00 to Rotterdam, and of course our Libau rates should be \$35.00, and our Commission to sub-agents will be \$2.00 the same as paid by the Conference lines. Not having heard anything from you and knowing that this arrangement has been made. and knowing the Company's wish to get as much revenue as possible, we immediately complied with the Conference orders and sent out our circulars simultaneously with theirs, and we herewith send you copy of same. Would respectfully suggest that outward from here that we should use Wednesday, as Wednesday we consider the best sailing day from New York. The North German Lloyd goes on Tuesday, and the Holland American goes on Tuesday leaving Wednesday open for us. This is the only day that there is no sailings from here and which is considered the best day, and therefore wish that you get that day for our sailings if possible.

Now the only thing in the way is the Italian Lines and we hope that that fight will soon be settled then we are at peace with the world. We should make plenty of revenue for the Company, advance rates all around and as we only receive a percentage of the pool it will be necessary for us to keep up our percentage and if we run ahead, (the way we understand

6761

the pool arrangement means) they raise the rates for lines that run ahead and reduce them for lines and reduce them for other lines to catch up. It will then be simply a matter of percentages and much better revenue, less expenses and easier matter for the Company to figure the profit on each and every ship, we therefore congratulate you upon the work of arranging your matters so amicably we remain,

Yours sincerely,

## Petitioner's Exhibit 673.

6764

Aug. 26th, 1908. File #347.

Messrs. The East Asiatic S. S. Co., Copenhagen, Denmark.

#### Gentlemen:

Enclosed please find copy of letter received from Lawson Sandford, secretary of the Conference.

Immediately upon receipt of this information from the Continental Conference concerning the Holland-America Line we simultaneously sent out circulars raising our rate to Rotterdam to \$28.00 and to Libau \$35.00, which we know will meet with the Company's approval.

Yours very truly,

### Petitioner's Exhibit 674.

Aug. 27th, 1908. File \$354.

Mr. L. Sandford, Secy. Continental Conference, #19 Broadway, N. Y. City.

Dear Sir:

We beg to acknowledge receipt of the copy of cable dated yesterday, received from Mr. Peters from London, as follows:

"Agreement reached with Eastasiatic Co. cancel "Competition Eastasiatic rate Dollars 28."

We now take advantage of the opportunity to submit our application for membership in the Conference and would thank you very much to issue the usual circular showing that our Company, the (Russian East Asiatic S. S. Co.,) Russian-American Line are now members of the Conference.

Kindly advise us when you desire us to send you our cheque for \$1,000.00.

Yours very truly,

# Petitioner's Exhibit 675.

6769

Aug. 27th, 1908.

File #357.

Mr. L. I. Grossman, 855 City Hall Ave., Montreal, Canada.

Dear Sir:

Your favor of the 26th instant to hand and in reply we wish to state that we are now Conference Agents therefore we cannot accept as payment for another prepaid the refund of another and as these are two quite different matters which must be handled separately. Will you kindly send us your cheque for \$35.65 for this prepaid \$10975 which we received from you today and immediately we receive the money we will advise the same, in the meantime we will communicate with our Company in regard to the refund of the other prepaid and as soon as we receive the confirmation we will advise the same to you.

6770

6771

Yours very truly,

# Petitioner's Exhibit 676.

Aug. 28th, 1908.

File #377.

Messrs. The East-Asiatic S. S. Co., Copenhagen, Denmark.

### Gentlemen:

We are sending you herewith the Trans Atlantic Passenger Conference report \$389 showing changes in rates, wherein you will find the rate set for our Line.

Yours very truly,

Copy to St. Petersburg.

## Petitioner's Exhibit 677.

Aug. 26th, 1908. File #378.

Mr. Victor P. Hladick, #59 Morris Street, Jersey City, N. J.

Dear Sir:

Your letter of the 27th instant to hand and in reply beg to state that all tickets sold by you at the old rate on and prior to Aug. 26th only will be accepted, and any other tickets which you may sell will have to sold at the new rate. We are in the Conference now, and any breach of the rules will cause your disqualification, and you will henceforth be unable to sell even our tickets. Trusting that you have advised ere this any tickets which you have sold at the old rate, and that you will adhere strictly to the new rate, we remain

Yours very truly,

6774

## Petitioner's Exhibit 678.

6775

August 30th, 1908. File #393.

Mr. Lawson Sandford, Sec'y Continental Conference, #19 Broadway, City.

Dear Sir:

We are in receipt of the following cablegram from our Company:

"COPENHAGEN MAXOLAF NY"

6776

"APPLY FOR ADMISSION ACTING RUSSASIATIC"

ORIENT."

As General Passenger Agents of the Russian East Asiatic S. S. Co., Ltd. (Russian-American Line) we hereby apply for membership in the Continental Conference, and are prepared to subscribe to all the existing rules and regulations.

Yours very truly,

6779

#### Petitioner's Exhibit 679.

Aug. 31st, 1908.

File #404.

Messrs the East Asiatic S. S. Co., Copenhagen, Denmark.

#### Gentlemen:

We cabled you this morning: "HAVE APPLIED FOR ADMISSION WILL BE ACCEPTED THIS EVENING." The Secretary of the Conference has just notified us that before admitting us it was decided by the Conference Lines to Cable to Peters as follows: "EASTASIATIC APPLY FOR ADMISSION IS THIS CONTEMPLATED AND ON WHAT TERMS" so that you will be posted in case you wish to cable Peters. We have applied as per your instructions and as we do not anticipate any hitch, there is just a little pull-back from some of the lines thinking that they should be notified direct by Peters which he evidently has not done.

We will cable you result tomorrow. Yours very truly,

# Petitioner's Exhibit 680.

6781

Aug. 31st, 1908.

File #405.

Dear Mr. Johnson:

We have cabled you today that our line joined the Conference. I suppose by this time you are aware of it. We received a cable from the Company and wrote you to Copenhagen to that effect but joining the Conference it means that the Company has joined the pool and we will get our percentage-what the percentage is I do not know. We will select the best agents to get the best share of the business and if we can we will keep up to our percentage; if we get ahead of our percentage our rates will advance and if we drop behind they will reduce. We have telegraphed to Chicago to stop booking prepaids and also sent circular out to New York Agents to stop booking prepaids. Reduced Commission to sub-agents to \$2.00 and to General Agents to \$3.00. We think it important for you however to get to Copenhagen and renew our arrangements. Things will run very smoothly. Expect the "ESTONIA" out with about 600 or 700 steerage. The Russian Consul here is working very friendly with us. In order that the Company should get the benefit of the pool arrangement we stopped the Agents from stocking up prepaids and took every prepaid blank away from them in the city of New York, who we thought most apt to take advantage of any advance that took place. We done this so that the Company would get the benefit of any advance as stated before. Several of the agents of whom we were in doubt about expressed a willingness to become conference agents and paid up at once so instead of being stock by any particular agents we will come out without any trouble or loss which was the most important thing as several of these

6782

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6786

#### Petitioner's Exhibit 681

Agents thought they would be dropped after they had sold the tickets and we would possibly be stock or fight the bond company for the money.

While writing you we have just received word from Sandford that there was some objection to our joining Conference by two of the lines and it was decided that they should cable Peters as follows: "EASTASIATIC APPLY FOR ADMISSION IS THIS CONTEMPLATED AND ON WHAT TERMS. JOHNSON" and I have repeated the Cable to Copenhagen so that they would be posted and pull the strings on Peters if necessary. With kindest regard to Mrs. Johnson, I am

Yours very truly,

## Petitioner's Exhibit 681.

Sept. 1st, 1908.

File #408.

Messrs. the East Asiatic S. S. Co., Copenhagen, Denmark.

#### Gentlemen:

Referring to the cable we sent you today reading:

"CABLE RECEIVED ADMIT EASTASIATIC"

Mr. Sandford, Secretary of the Continental Conference has received a cable reading that the Eastasiatic should be admitted on regular terms agreement has been reached which terminates 1911. Circular is now in print and will be mailed tomorrow to all Conference Agents. As we have a list of all conference Agents in the U. S. they will be working for us today so that we will have the same support as the Conference Lines have.

Yours very truly,

#### Petitioner's Exhibit 682.

6787

Sept. 2nd, 1908.

File \$425.

Messrs. A. E. Johnson & Co., 126 E. Kinzie Street, Chicago, Ill.

#### Gentlemen:

We wired you today under the rules as we understand them that Chicago would have a certain amount of Conference Agents that each line is allowed to hold. You are permitted to select your best Agents and then select the best agents from the Conference so long as you do not exceed the allotted number of agents that you are entitled to. I am sending you also a supply of 500 Conference notices (if these are not enough let me know and I will send you more) by express. You can mail these to the Conference Agents who will do you the most good in your territory and when they receive it they will apply to you for the tickets. We are having some new tickets printed including your address, leaving the Rotterdam-New York service and making them read Direct service New York, Rotterdam and Libau.

Hoping you will understand the situation and act accordingly, we remain

Yours very truly,

6788

# Petitioner's Exhibit 683.

Sept. 3rd, 1908.

File #440.

Messrs. the Russian East Asiatic S. S. Co., Libau, Russia.

Gentlemen:

Your letter of 9/22 August to hand regarding Captains seriously complaining about false information given to passengers about the speed of our steamers which creates a great deal of dissatisfaction amongst passengers who are otherwise satisfied with the passage on our steamers.

6791 th

Now that we are in the Conference (enclosed please find copy of circular issued announcing our admittance) we will have a different class of Agents who will not attempt to lie and who will adhere strictly to the truth. Heretofore we have been laboring here with very hard material but it was the best we could get under the circumstances. Now that this is all over we hope to get better satisfaction all around and there will be no lies told by these good agents to secure the business.

Yours very truly,

## Petitioner's Exhibit 684,

6793

Sept. 3rd, 1908.

File #443.

Messrs. the East Asiatic S. S. Co., Copenhagen, Denmark.

Gentlemen:

We are sending you herewith copies of communications received from the Secretary of the Continental Conference advising us of our admittance to the same. This for your information.

Yours very truly,

6794

Copy to St. Petersburg.

## Petitioner's Exhibit 685.

Sept. 3rd, 1908.

File #454.

Mr. Lawson Sandford, Secy. Continental Conference, 19 Broadway, N. Y. City.

Dear Sir:

6795

The names and the addresses of the different Agents which have been accepted are as follows:

Nicholas J. Borisoff, 219 East 23rd Street, N. Y. City.

F. Ulrich, 1261 Park Ave., N. Y. City. Eisenberg & Mindel, 186 Rivington Street, City. I. Herz, 2 Carlisle Street, City.

Yours very truly,

6797

## Petitioner's Exhibit 686.

Sept. 3rd, 1908.

File #455.

Mr. Lawson Sandford, Sec'y, The Continental Conference, #19 Broadway, N. Y. City.

Dear Sir:

Please note the name of the Agent in Newark which we submit to you to add to the Newark list is A. Paszek, No. 30 South Orange Street, Newark, N. J. He will notified to deposit with you a cheque for \$250.00.

Yours very truly,

Septr. 4th, 1908.

File #480.

Messrs. the East Asiatic S. S. Co., Copenhagen, Denmark.

Gentlemen:

Your cable reading as follows:

"PREPAID PERIPLUM ORILLARON OBCE-CARSR CONFERENCE TALGFETT" which we interpret means:

"Prepaid we propose \$35.00 if there is no objection. Telegraph what you have done."

We have made our prepaid rate from Libau to New York \$35.00 including Headtax which is the same proportion as sold by other lines. For instance the Anchor Line is \$30.00 plus \$4.00 Headtax from Libau-the Cunard Line \$32.50 plus \$4.00 Headtax, which is \$36.50 for such steamers as the Mauretania and the Lusitania. All Lines agree with that rate which is satisfactory to them. The different lines are now writing to their home offices as the competition has been withdrawn suggesting for all lines an advance in the Libau rate. Copies of the letters sent out by the Secretary of the Conference will be sent to us by him. We will then have to advance our second cabin rates prepaid from Libau to New York about \$2.50 per head and particularly for the steamer "Russia" only after we have again advanced our prepaid steerage rates.

We note that you do not say anything about prepaid rate from Rotterdam to New York and await your further instructions to this effect, and have cabled you so.

For your information yesterday afternoon at 4 o'clock was our first meeting in the official capacity as

6801

#### Petitioner's Exhibit 688

members of the Conference and we have been requested to select such Agents as we see fit for the City of New York under the City rules, and so far have selected four Agents in New York of our own which we consider the best Agents for Russian business, if they can live up to the rules and regulations of the Conference they will be admitted as they have been accepted. The Conference lines Agents immediately called on us and we are taking them one by one discussing what business they can do for us, and as they are very anxious particularly

6803

#### Petitioner's Exhibit 688.

Sept. 9th, 1908.

File #526.

Mr. F. Ulrich, 1261 Park Ave., N. Y. City.

Dear Sir:

6804

We have just received a letter from the Secretary of the Conference stating that you have not yet deposited your \$250.00 and in case you wish to retain the Agency it will be necessary for you to deposit this amount of money with Mr. Lawson Sandford so that you can qualify as a Conference Agent.

Give this matter your immediate attention, and oblige

Yours very truly.

# Petitioner's Exhibit 689.

6805

Sept. 10/08.

File #562.

Dear Mr. Lundberg:

Enclosed please find letter from Lawson Sandford, and kindly arrange to communicate with the Chicago Committee of Continental Conference and get acquainted with the rules and regulations regarding deposit, etc., plan which apply to the Chicago territory, as suggested in the enclosed.

Yours very truly.

6806

# Petitioner's Exhibit 690.

Sept. 10th, 1908.

File #566.

Dear Mr. Lundberg:

Enclosed please find the letter from that good agent in Omaha, nevertheless do not change from the ruling pay only \$2.00 commission as your general Agent's commission is only \$1.00 more both on Outward and prepaid business, and for your information now that our Company is in the pool it really makes no difference to them and our compensation will naturally be reduced. You will find in time that it will work itself as we are the only direct line from Libau to New York and from New York to Libau via Rotterdam.

Yours very truly,

6809

#### Petitioner's Exhibit 691.

Sept. 10/08.

File #573.

Dear Mr. Johnson:

Emil Lederer came in and saw me last night and gave me the tip that the lines have had a little understanding amongst themselves that now that A. E. Johnson & Co., are members on the Conference Lines that it is an unwritten law, same as laid down to Mr. Conti that no General Passenger Agent can represent any other line in New York as subagent, and he advised me rather than have the lines write us to return tickets for me to deliver them back and I called upon Mr. Farley, Mr. Walker of the Cunard Line and Mr. Reilly and they all hinted the same thing to me, and I have therefore today arranged to deliver to all lines their tickets thanking them for past favors and courtesies. This you understand we have to give up now and I thought I would let you know this for your information when you go to Copenhagen in case any particular argument that might come up.

With kindest regard to Mrs. Johnson, I am, Yours sincerely,

## Petitioner's Exhibit 692.

6811

6812

Libau 18/31 March 1908.-

Messrs. A. E. Johnson & Co., New York

Dear Sirs:

Your favor of the 14 inst, concerning the pamphlet entitled "Trachoma" to hand, and we beg to thank you for having sent us three copies of same.

We also beg to thank you for the Conference-report Nr. 756, which we received yesterday and should feel obliged, if you would send us Nr. 753, 54 and 55 as we have not received these numbers.

Thanking you in anticipation we remain, Dear Sirs, Yours faithfully.

THE RUSSIAN EAST-ASIATIC STEAMSHIP Co., LTD.

Libau Branch

Signature undecipherable.

# Petitioner's Exhibit 693.

June 30th, 1909.

Messrs. The East Asiatic S. S. Co., Copenhagen, Denmark.

6813

Libau & St. Petersburg.

Gentlemen:

(About 20 Lines Undecipherable.)

However you can see from the (undecipherable) here we have been able to create a demand for tickets on the steamer "RUSSIA" and as it is not early to reply to you what success we have had we hope to do fairly well under the circumstances.

Yours very truly,

## Petitioner's Exhibit 694.

U/O

Libau 4/17th June 1908.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs

## American Inland Tariffs:

Being in possession of "Joint Tariff No. 13" with "Supplement No. 4" only we are obliged to charge all inland fares in accordance with same. However we are aware, that F. inst. the Cunard Line have issued a combined tariff containing also rates per steamer, which for several places came out much cheaper than per railway. We take it that you have already posted to our address two complete sets of all tariffs, which are of interest to us, and if you have not done so already, we should thank you to give us a full explanation about which tariffs we have to follow during winter and summer for the various destinations. F. inst. we have just received an application from the Mallory Steamship Company. Please let us know by return of mail, whether we may avail ourselves of their rates.

Rate: We beg to draw your attention to the fact, that the difference between Rotterdam and Libau is \$7—for eastbounders whereas for prepaids \$2.50 only. Is this not due to some mistake?

Yours faithfully,

THE RUSSIAN EAST-ASIATIC STEAMSHIP Co., LTD.
Libau Branch.

(Signature undecipherable.)

6815

## Petitioner's Exhibit 695.

6817

June 29th, 1908.

Messrs., the Russian East Asiatic S. S. Co., Libau, Russia.

Gentlemen:

Please note that in acordance with your letter of the 17th instant we have sent you Mallory Line Steamship Company's latest rates and will again send them to you as you may use them in connection with tickets from New York to destination.

Regarding the other part of your letter we have sent you all tariffs and will send you a new supply again so as to keep you thoroughly posted.

Regarding your letter of June 17th we beg to call your attention to the difference between the rate of \$2.50 between Libau and New York and Rotterdam and New York. We have to take the rates according to the way the German Lines do, for instance, the Hamburg Line quoted a rate of \$27.50 to Hamburg, plus \$4.00 Head tax, we therefore made our rate \$27.50 to Libau. The Hamburg Line charged two dollars more for Russians. Of course, it is our intention to attempt to raise all prepaid rates now from Russia, not from Rotterdam. We were afraid to raise prepaid rates at Libau on account of the Volunteer whose Agents claim that if the difference was too great between Rotterdam and Libau prepaid Russians would buy their tickets from Rotterdam to New York instead of Libau to New York, and of course this claim is correct. We will readjust matters as soon as we can raise the rates, as we are now attempting to raise the rates from this side to see if the other lines will follow

Yours very truly,

6818

#### Petitioner's Exhibit 696.

RUYS & CO.

Rotterdam, July 8th, 1907.

Messrs. A. E. Johnson & Co., I. Broadway, New York.

Dear Sirs:

Prepaids Nr. 4412/4413. Replying to your favor of the 27th ult. we beg to say that both passengers reside in Russia, Government Wilna, and thus had to be advised and no doubt will have been advised by Messrs. Knie, Falk & Co., Libau, as it was arranged at the time that these gentlemen should take care of all passengers coming from Russia. We have written to Messrs. Knie, Falk & Co., on the subject. We may tell you that Insterburg is not situated in Austria but in Prussia and is even a control station, so that passengers for our company could never travel via or from Insterburg. This explains why the people have been rejected there.

Yours faithfully, (Singature undecipherable.)

(Notation in pencil.)

Max A. E. J. Attended to

6822 R. M.

## Petitioner's Exhibit 697.

6823

Rotterdam, March 14th, 1908.

Code 5th Edition A. B. C.

Messrs. A. E. Johnson & Co., 27 Broadway, New York.

In answer to your favor of the 3rd inst. regarding ppd. 331/2991 we have given to this passenger proper instructions, but as she lives in the neighborhood of the so-called control station, she did not care to go via Vienna-Basel, which would mean an expense to a far bigger extent. However we have instructed her again explaining the consequences if she did not follow our advise.

6824

Yours truly,

THE ATLANTIC EXPRESS.

## Petitioner's Exhibit 698.

Rotterdam, 24th April, 1908.

Messrs. A. E. Johnson & Co., 27 Broadway, New York.

Dear Sirs:

6825

In reply to your favor of the 14th inst. regarding ppd. 346/13012, Antony Siemieski, we beg to inform you that his claims, as you presume, are wrong. Very probably he has been prevented in the control station Illowo and there people told him to pay \$42 for another ticket.

We shall write now again to this passenger and instruct him to voyage not through Germany, but through Austria to Vienna to come forward from this place to Rotterdam without further trouble.

Yours truly,

pr. pa. KARLSBERG, SPIRO & CO.

Julius Koffler,

N. Y. City.

6827

#### Petitioner's Exhibit 699.

May 28th, 1908.

Messrs. Ruys & Company, Rotterdam, Holland.

Gentlemen:

Prepaid 11741, reference 369, report 47 dated April 7th. The purchaser of this ticket asks to have the same cancelled, because the passenger booked on the same was stopped by the authorities and he was told that he could not proceed on account of passage being via a known conference line, therefore the Agent asks to have the full amount refunded as he otherwise will have to stand the cancellation out of his own money, purchaser claiming that the Company only is to blame. Kindly advise what you can do in this matter, thanking you in advance for your prompt attention, we remain

Yours very truly,

#### Petitioner's Exhibit 700.

6829

Dec. 19, 1910.

Messrs. The Russian American Line, Libau, Russia.

Gentlemen:

Referring to the circular sent you from the Secretary's Office, Serial No. 56, dated Dec. 16th: At a meeting we have decided to send the following cable to Secretary Peters:

"Referring Conference Cables second and eighth July nineteen nine inform all Transatlantic Lines Ellis Island vigorously enforcing existing money requirements and that Commissioner considers a payment after arrival and detention made by relatives or friends is assistance justifying deportation in many Cases."

This has been brought out on account of Commissioner Williams being stricter at Ellis Island than heretofore, and it was therefore considered best to inform the home offices so that there would be less deportations on account of money questions.

The Jewish Society through Judge Sanders also sent cables to Hamburg, Bremen, Rotterdam and Libau, informing the societies that passengers coming on should be in possession of \$25,00.

Our object in calling the Company's attention to this is to show you the methods the other lines are using, and to use the same method for the time being.

We also enclose you herewith a circular sent out by the Cunard Line, and we will also send out a similar circular to our agents, reading:

"The Commissioner of Immigration at Ellis Island calls attention to the fact that Immigrants who are not in possession of sufficient funds even though they hold railroad order to their destination and / or are 6830

otherwise admissible, may not be allowed to land and proceed to their destination until they receive a sufficient amount of money which will enable them to reach their destination and maintain themselves until they can obtain employment. It is therefore imperative that purchasers of prepaid tickets provide passengers with sufficient funds to be in possession upon arrival here, of at least \$25.00 for an adult and a larger amount for a family as circumstances may require.

6833

You will undoubtedly appreciate that strict compliance with these requirements will be of benefit to yourself as well as to the passenger and purchaser of a prepaid ticket, inasmuch as it "will prevent unnecessary delay and hardship to the passenger, and incidental expense and complaint on the part of the purchaser." This is for your information.

Yours very truly,

Copy to Copenhagen.

# Petitioner's Exhibit 701.

6835

P.
Registree.

Libau, 1/14 Septbr., 1910.

Confidential.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

"Lituania" 18. It happened this time that the steamer got a few passengers more than the 946 adults allowed by the last certificate dated June the 24th, in consequence of which we instructed the purser to write down the ages of a few children between 8 and 12 years to below 8 years. After this the correct numbers should be:

6836

A.1.16 /	Steeragers:	Cabins:
Adults (12 years & up) 8 to 12 years 1 to 8 years up to 1 year	763	59
	89	8
	179	16
	17	3
	-	-
	1048	86
	souls or	souls
	942	
	adults.	

and we ask you to kindly convince yourselves, that all manifests, passenger lists etc. are in conformity with these figures before they are handed over to the Officials, so as to avoid fine.

6837

So far we received no information from you about the limit of Cabin Passengers, but the above named 86 souls = -75 adults will hardly exceed the allowed maximum.

Yours faithfully,

THE RUSSIAN AMERICA LINE

Russian East-Asiatic Steamship Co. Ltd. (Signature undecipherable.)

Sep 23 1910 Mr. Straus

#### Petitioner's Exhibit 702.

7

Libau, 15/28 Oktober 1910.

Messrs. A. E. Johnson & Co., New York.

Dear Sirs:

Sailings from New York, 1910. Your favor of the 16th ult. came duly to hand, and we carefully noted contents of same.

We fully understand the importance of keeping clear of the sailings of the Uranium S. S. Co., but on the other hand, when fixing our sailing list there are so many regards to take that it is impossible to adhere to them all without losing much time.

We are glad to note that the sailing date of the "Kursk" from yours (19/11) is alright, and we hope you will succeed in booking a fair number of eastbound passengers for her, especially cabin, the more so as we feel sure the accommodations in this steamer will highly satisfy any traveller.

From the attached list you will observe, that "Lituania" 19 will be the following sailing, and as this steamer is running fast, she may arrive at yours in ample time for being despatched on Thursday the 8th of December instead of Saturday the 10th, and we are now trying to get her appointed fighting ship against the "Uranium," about which we shall wire you later on. The following 2 boats (Russia 15 and Kursk 2) you had better advise direct for Libau, the more so as they will most probably get full cargoes of agriculturals for the Baltic.

As for the "Birma" 10 (21/1) we await your information about the sailing list of the Uranium Co. for 1911, when we shall see what can be done.

Asking you to kindly inform Messrs. Benham & Boyesen about the above named we remain, Dear Sirs, Yours faithfully.

PYCCKO-AMEPNKAHCKAR
PYCCKATO BOCTOHHO ASIATCKATO
Hapoxooctea.

6839

# Petitioner's Exhibit 703 for Identification.

6841

Book marked "Letters received A-Z," Conference No. 2, containing circular letters, etc., received from the Conference by A. E. Johnson & Co. and relating to other Conference matters.

## Petitioner's Exhibit 704.

30 James Street, LIVERPOOL,

January 9th 1900.

6812

6843

Dear Mr. Ballin,

I am sailing to-morrow per "Oceanic" for the round-trip, and although there seems no necessity to come to an Agreement on Saloon rates this Season, as all Lines appear to be booking well at good rates, I have had a talk with our people on the matter, and enclose for your PRIVATE INFORMATION, memo of what we think would be a fair classification and rating for the respective Steamers, and shall be glad to hear how far it coincides with your own views. If there is anything in it which you think is not equitable, I shall be glad if you will point it out.

While as above indicated, I send you our views privately, and do not, therefore, wish them put forward as a proposition from us, there is no objection to your laying the matter before the other Continental Lines, if you consider it desirable in order to ascertain if

acceptable to them.

Wishing you a happy and prosperous New Year, Believe me

Yours sincerely, (Sgd.) BRUCE ISMAY.

# Petitioner's Exhibit 705.

## MINUTES OF MEETING

held at

SAVOY HOTEL, LONDON,

May 25th 1908

## Present:

	Hapag Herr Generaldirector Ballin
	" Director Storm
6845	" Dr. Murken
0	" Huldermann
	" Neuman
	" Bosse
	N. A. S. M
	" Director O. v. Reuchlin
	" Director J. G. v. Reuchlin
	LLOYD
	" Generaldirector Dr. Wiegand
	" Director Heineken
	" v. Plettenberg
	" Seyde
	STAR
4044	" Director Strasser
6846	TRANSAT
	" Director Tattet
	" Sagot
	AUSTRO
	" O. Cosulich
	ALLAN LINE
	Mr. Henry Allan
	" Thompson
	ANCHOR LINE
	" Aitchison

## Petitioner's Exhibit 705 6847 CAN. PAC. Ry. .... " Allan Cameron " Dring CUNARD ..... A. D. Mearns Lister Mr. J. Bruce Ismay " Harold A. Sanderson A. B. Cauty " Curry Secretary of the N. A. P. C. .... " Smyth 6848 Dr. Wiegand in the chair.

1. The following scheme was approved to meet the competition of the Volunteer Fleet, Russian East Asiatic Company, and New York Continental Line in the Eastbound business. Secretary Peters to notify the New York Conference.

(a) When an Atlantic Conference Line with the consent of the other Λ. C. Lines puts a steamer on the berth in opposition to an outside Eastbound steamer at the same or a lower rate than such outsider then the A. C. Lines (including the Line of the opposing steamer) will compensate such Line for the passengers forwarded at the reduced rate the difference per adult between the regular rate in operation for the steamer at the time when she was proposed and agreed upon for the opposition but not exceeding \$30—and the reduced rate at which the passengers were carried. Maximum compensation to be \$12.

6849

(b) Opposition steamers to be put on the berth against the steamers of the Russian Volunteer Fleet, the Russian East Asiatic Steamship Company, and the New York and Continental Line for Eastbound business. Further extension of this measure is subject to a unanimous decision of the A. C. Lines.

- (c) The opposition steamer is appointed by Vote by majority of the members of the New York Conferences (North Atlantic Conference and Continental Conference) Canpac Ry, to be considered to enable them to vote. The chairman shall have a casting vote in the event of the votes being divided equally. In their decision the members shall be guided by considering which steamer is best suitable for being most efficiently opposed with regard to date of sailing preference by steeragers, capacity etc. These terms being nearly equal the steamers sailing direct for the Continent of such party that is short or most short shall be appointed. If a British Line steamer is selected it must be subject to the consent of the Line concerned. The New York Conferences to be at liberty to appoint a small committee to carry out this clause.
- (d) If for such an opposition steamer more passengers are booked than she can carry then the A. C. Line which carries the excess is entitled to a compensation per adult to the amount of the difference between the rate which the passengers have paid and the regular rate of the carrying steamer at the time when the opposition steamer was appointed, except if in the meantime her rate has been reduced, subject to the limitations provided for in clause a.
  - (e) The Compagnie Generale Transatlantique and the Austro Americano participate in the compensation in the proportion of their share to be fixed by a special agreement between them and the N. D. L. V. Lines. These Agreements to be tabled.

6851

- (f) The amounts of compensation to be paid by the Atlantic Conference Lines in the proportion of their Eastbound percentages which will be adjusted in accordance with clause e.
- (g) Any Line may withdraw from this Agreement at any time by giving 30 days' notice.
- 2. The question of compensation to the White Star Line for the passengers overbooked for the Pretoria April 14th and transferred to the Baltic and to the Holland America Line for the passengers also overbooked for the Pretoria and Barbarossa and transferred to the Potsdam and Noordam to be referred to Mr. Ismay for decision.

3. The question of the payment of commission by the C. P. Ry. to the New York Continental Line on inland business to be taken up by a small committee with the C. P. Ry. representative.

4. The following cable was dispatched by unanimous consent from Secretary Peters to Secretary Sanford with the view to the New York Conference taking prompt action to discipline all agents in the States transgressing conference rules. Viz: "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions it is highly essential that the Conference Regulations should be strictly enforced against Agents and request New York Conference act accordingly and in cases of doubt refer same to arbitration." The further consideration of the competition by the Italian Lines for Eastbound Continental Business to be deferred until Mr. Ballin has seen Mr. Crespi in Hamburg early next month.

5. The British Lines form of Promissory note accepted for all Lines, except "Hinrich Peters" to appear instead of the words "the Secretary of the Gen-

6854

eral Pool." The promissory notes to be deposited by all Lines with the Secretary not later than June 15th next.

- 6. Agreed that the Allan Line under Appendix A to Agreement Z are entitled to carry not exceeding 100 Hirsch passengers for each sailing, to whom the special compensation rate applies. The average number per sailing is not to be considered.
- 7. Agreed that the Cunard Line are to participate with the other Pool Lines in the compensation payments as between the Canadian Lines and Atlantic Conference Lines under Agreement Z.

8. All steerage passengers whether booked at regular or reduced rates have to be pooled under the Agreement AA. except those exempted under clauses 3 and 11 of the bye-laws to that Agreement.

9. Clause 11 Agreement W to be amended to permit a minimum commission of \$6 per adult to be paid to Agents in America on second class round trip bookings. The other amendments to the Agreements as suggested are approved failing advice to the contrary being received by the Secretary from any Line prior to 15th June.

6858

- 10. Noted the Austro Americana join Agreement H.2, but the Allan Line do not.
- they can take to break the Westbound Libau Rate in competition with the Russian Lines. If they do not find this practicable the question of the reduction by the British Lines with compensation to be considered.
- 12. The difficulties still experienced by passengers for the British Lines in passing the control stations was referred to. Mr. Ballin stated this matter has been taken up with the German Government, and that

he has received a letter from the authorities that the question is under consideration, and added that the British Lines may expect a settlement to be arrived at very shortly.

- 13. Telegrams from Secretary Peters for the British Conference Lines to be sent in future to Secretary Smyth who will communicate same to the British Lines.
- 14. The C. G. T. agree to withdraw their agency from the New York Up-town office of the Sleeping Car Company provided all the Lines agree not to open Up-Town offices, or appoint Up-town agents within 3 years from 1st March last. All Lines agreed to this proposal, except the Cunard Company who will communicate their decision as early as possible to the Secretary.

15. The proposal to amend Agreement V by omitting the words "or reductions" on the 6th line clause 11 to be considered at next Meeting.

Norddeutscher Lloyd signed Weigand Hamburg Amerika Linie Ad. Storm I. M. M. Co. Harold A. Sanderson Red Star Line Ed. Strasser Holland Amerika Linie Reuchlin 6861 Cunard Line A. D. Mearns Anchor Line John Aitchison 66 Allan Line Henry Allan Can. Pac. Rv. Allan Cameron Austro Americana O. Cosulich Cie. Gle. Transatlantique Ch. Tattot

#### Petitioner's Exhibit 706.

White Star Line,
Passenger Department,
LIVERPOOL,
25th April 1908.

Per S/S "Lusitania"

Passenger Department, White Star Line, 9 Broadway, NEW YORK.

Dear Sirs,

6863

## Eastbound Pool Percentages

For your information, we attach herewith copies of letters addressed by Mr. Ismay and Mr. Sanderson to Secretary Peters, Jena, with respect to the percentages named for the I. M. M. Co. Lines.

Yours faithfully, For ISMAY, IMRIE & CO., (Intd.) A. B. C.

Copy.

6864

April 22nd 1908.

Dear Sir,

Atlantic Conference Eastbound Pool Percentages

Referring to my letter of April 2nd naming a division of the I. M. M. Co.'s Pool allotment among the associated Lines, I have now to give you the following amended division of the Eastbound percentage which has been reduced as the result of the arbitration to 25.71 in all, viz:

## Petitioner's Exhibit 706

6865

6866

American, Southampton, Liverpool, Dominion Line White Star Line (New York & Boston)	6.74% 1.98% 1.50%	
	25.71%	

This allotment is made with the same reservation as to possible alterations in the future, as indicated in my previous letter.

I understand that in future Pool statements you will show all the I. M. M. Co. Lines as well as the N. D. L. V. Lines separately, and the disposal of this question regarding the Eastbound percentages, will, I hope, enable you to complete the Pool statements for the first month without further delay.

Yours faithfully, (Sgd.) J. BRUCE ISMAY.

Secretary Peters,
Nordatlantischer Dampfer-Linien Verband,
JENA.

April 22nd 1908.

6867

Dear Sir,

Eastbound Pool Percentage Arbitration

Referring to Mr. Wilding's award of the 20th inst., in this matter, a copy of which has been mailed to you, I have had the percentages worked out in accordance therewith and agree with those submitted by the N. D. L. V. Lines as follows:

6869

### Petitioner's Exhibit 706

Allan Line Anchor Line I. M. M. Co. N. D. L. V. C. P. Ry. Cunard Co.		(exclusive of Red Star) (including Red Star)
	100.00%	

In Mr. Wilding's letter covering the award he gives the percentage for all the Lines, but he has calculated them on the assumption that the other British Lines will make an additional contribution beyond what they have already agreed upon towards the extra percentage to the Allan Line and C. P. R. Such an arrangement can not be suggested, so the above figures remain correct.

I shall be glad to have your acknowledgment and confirmation.

Yours faithfully, (Sgd.) HAROLD A. SANDERSON.

Secretary Peters, Nordatlantischer Dampfer-Linien Verband, IENA.

## Petitioner's Exhibit 707.

6871

White Star Line,
1st Class Passenger Department,
LIVERPOOL.

Dec. 9th 1908.

White Star Line, New York.

Dear Sirs.

Atlantic Conference—Cologne Meeting 3rd December

6872

We enclose herewith copy of Minutes of above Meeting from which you will note the various points dealt with, and we would draw your special attention to the following:

Minute 4. You will observe that it has been decided that Second Class passengers transferred through "force majeure" from one steamer to another higher rated steamer are not to be pooled.

Minute 9. Ist Class rates. Intermediate season. You will be pleased to see it has been agreed by the Lines that until further notice an intermediate schedule of First Class rates is to be published for each steamer, being the mean between the Summer and Winter schedules for the respective steamers, for the following periods—

Westbound. 1st April-31st July and 16th Oct.-31st October.

Eastbound. 1st April-30th April and 16th July-15th August. It was impossible to get the Lines to agree to extend the intermediate season schedule beyond the 15th August Eastbound.

This does not apply to the Mediterranean Service nor to the Canadian Lines (or Anchor Line) who

will continue their present practice in this matter, and it is of course understood that no Line is bound to maintain the schedule except as regards the minimum rates. We are revising our rate schedules accordingly, and will send you copy next mail.

The inclusion of the intermediate schedule should result in a marked increase in the earnings for the different steamers

Minute 10 records that

"It was agreed that the West and Eastbound "pools cannot be balanced against each other."

In this connection we would refer you to Minute 41 of the printed minutes of the Meeting at Paris August 7th recording that

> "The White Star Line were requested by " "some of the Lines to withdraw their recent "advance in eastbound rates made with the "view to balance their position in the west-"bound and eastbound Pools taken as a whole "as they are in the minus for eastbound busi-"ness."

On account of a difference of opinion as to the principle of balancing the west and eastbound carryings against one another it was then decided, if necessary, to refer the matter to arbitration.

Minute 14. International Sleeping Car Co's. uptown Office. Under the circumstances referred to in the minute we consider that the White Star Line should also be represented by the International Sleeping Car Co., and we shall be glad to know what you arrange in this respect.

Minute 15. You will note the advance rates to be quoted by the Continental Lines from the 1st Janu-

6875

## Petitioner's Exhibit 707

6877

ary, 1909, and we hope to let you know in the course of a few days what our own rates will be.

Yours faithfully, FOR ISMAY, IMRIE & CO., (Intd.) A. B. C.

P. S. We attach copy of cable we propose sending you to-morrow on behalf of the I. M. M. Lines. We may say that the Anchor Line claimed exemption from this Minute on the ground that in the past they have not issued an intermediate schedule.

# Proposed Cable to New York Office.

6878

Cologne Meeting all Lines decided advertise intermediate season first class rates mean between Winter Summer schedules Westbound 1st April 31st July 16th October 31st October Eastbound April 16th July to 15th August this does not apply Anchor Line Canadian Lines nor Mediterranean Services.

# Petitioner's Exhibit 707

# NORTH ATLANTIC PASSENGER CONFERENCE.

31 James Street, Liverpool.

December 5th, 1908.

## ATLANTIC CONFERENCE.

Minutes of Meeting Held At Hotel Disch, Cologne, December 3rd, 1908.

## Present:

	Allan Line Mr. Henry Allan
6881	Anchor Line Mr. Richard Henderson
	Mr. John Aitchison
	Canadian Pacific Mr. Allan Cameron
	Cunard Line Mr. A. D. Mearns
	Mr. S. J. Lister
	Hamburg American Line Mr. Ballin
	Mr. Ad. Storm
	Dr. Murken
	Mr. Neumann
	Mr. Bosse
	Holland America Line Mr. O. V. Reuchlin
	Mr. J. G. V. Reuchlin
	Mr. J. R. Wierdsma
6882	I. M. M. Co Mr. Harold A. Sanderson
	Norddeutscher Lloyd Mr. Heineken
	Mr. v. Plettenberg
	Mr. Seyde
	Red Star Line Mr. Strasser
	Mr. Geo. Weingartner
	White Star Line Mr. Sanderson
	Mr. A. B. Cauty
	Secretary of the British Lines Mr. Smyth.

Chairman, Mr. Harold A. Sanderson.

1. It was decided that a clause mus be included in the agreement with the Scandinavian American Line under which the latter will confine themselves to the carriage of Scandinavian and/or Finnish passengers. They are already under agreement with the Hamburg American Line in this respect up to 1st January, 1910.

It was the general feeling that the Donaldson Line should not be party to the Pooling Agreement with the Scandinavian American Line.

The British Lines to defer concluding the final agreement with the Scandinavian American Line until they are advised the agreement with the Russian American Co. is finally ratified.

2. Draft agreement with the Russian American Line approved with Clause 15 giving the equivalent cash and Prepaid rates amended as suggested. Clause 23 regarding the freight agreement with the Holland America Line to be deleted.

3. The question under what circumstances cabin passengers are to be pooled was further considered, and it was agreed by all Lines except the C. P. R. that all passengers paying a rate less than the agreement second cabin rate of the carrying steamer must be accounted for as steerage. This matter to be arbitrated.

The C. P. R. agreed to file a memorandum of the number of railway employees at special rates who have travelled first or second class during 1907. The Allan and Dominion Lines to file a similar statement, when the question as regards employees to be further considered.

4. Second class passengers transferred through "force majeure" from one steamer to another and higher rated steamer are not to be pooled.

6884

# Petitioner's Exhibit 707

- The proposals to discontinue the granting of free rail tickets to first class passengers to and from Paris and London was not agreed to.
- No agreement was found possible as regards the levying of head tax on first and second class passengers.
- 7. The minimum first and second class rates for the S/S "Cincinnati," "Cleveland," "George Washington," "Berlin" to be left to Mr. Wilding to decide.
- The Lines agreed not to entertain proposals for variety shows, etc., on board the steamers.
  - 9. It was agreed by the Lines who have been accustomed in the past to issue an intermediate first class schedule, that until further notice they will publish an intermediate schedule for each steamer being the mean between the Summer and Winter schedules by the respective steamers for the following periods:

Westbound. 1st April-31st July and 16th Oct.-31st October.

Eastbound. 1st April-30th April and 16th July-15th August.

This does not apply to the Mediterranean services nor to the Canadian Lines who will continue their present practice in this matter. It is, of course, understood that no Line is bound to maintain the schedule except as regards their minimums.

It is further understood that each Line is at liberty to issue revised tariffs if it should find it necessary such tariffs to be circulated two days before issue among the Lines through the medium of the Secretary.

- 10. It was agreed that the West and Eastbound Pools cannot be balanced against each other.
- 11. The Allan Line take exception under Agreement A.A. and Agreement Z. to the White Star-Dominion

Canadian service, and the White Star announcements in connection therewith and it was agreed to have the question arbitrated.

The Arbitrator to be first asked if it is a case in which he is competent to give a decision under the terms of the agreements named.

- 12. The British Lines were advised that the question regarding the control stations was practically settled, and they might expect an official announcement to this effect very shortly.
- 13. It was agreed that the Pool statements between the Austro-Americana and N. D. L. V. Lines should be circulated among the B. L.

The Cunard Line wished it to be noted that they consider the Austro-Americana should become party to Agreement A.A. and request the N. D. L. V. to give the matter consideration.

14. The question of Up-Town Offices in New York was referred to and the Cunard Line announced their intention to give their agency to the International Sleeping Car Company's Up-Town Office.

The other Lines reserve their right to take any action they may see fit in this respect.

The question of reducing the commission to 2% on first class business done by New York agents was deferred to next meeting.

15. The Continental Lines advised that in view of the proposed U. S. regulation concerning the measurement of emigrant quarters they will quote from first of January 1909, the following steerage rates exclusive of head tax:

6890

# Petitioner's Exhibit 707

Hamburg American Line	Marks	160
Lloyd Kaiser boats	44	180
" other New York boats	66	160
" Baltimore boats	44	160
" Galveston boats	66	150
Red Star	44	160
Holland America Line	44	160
Cie Gle. Transatlantique fast boats	41	160
" " cargo "	44	150
Austro Americana	44	160

Prepaid rates to be advanced accordingly at once.

6893

16. It was agreed to hold the semi-annual meetings in future on the last Thursday in November and the last Thursday in March at Cologne and London alternately.

# Petitioner's Exhibit 708.

6895

WHITE STAR LINE,

Steamship Department,

Liverpool.

December 3rd, 1910.

Mr. W. W. Jefferies, Passenger Department, White Star Line, New York

Dear Sir:

Mr. Ismay is writing Mr. Franklin fully regarding the Atlantic Conference Meeting in London last month, which unfortunately broke up without anything being accomplished. We are hopeful that the difficulties that caused this unfortunate result may not prove insurmountable and that the Lines may get together again in time to continue the agreements, which otherwise expire on the 28th February next. The present position is that all the Lines have given notice to retire from all agreements, the Canadian Lines having taken the initiative.

We attach a copy of the Agenda which it was intended to consider if the meeting had been successful in settling the more important questions which arose, and you will notice that Nos. 11 and 12 were put on by us following your memo. which Mr. Ismay brought back from New York with him. We may say, however, that the question of the 1st class transportation between London and Paris and the landing and embarking ports, was fully discussed at a previous meeting, and no headway could be made as the German Lines were unwilling to give up this facility.

As you will recollect also at a previous meeting the Cunard Co. suggested that an arbitrary rate of £1 to and from Paris and 10/- to and from London should be charged by all the Lines, but this proposal did not go through.

6896

# Petitioner's Exhibit 708

How the Lines would view your suggestion regarding Agents' commission in New York we do not know, but the proposal seems to us a good one, and we shall take the first opportunity of bringing it up for consideration.

As regards the other points mentioned in your memo, we would comment as follows:

Agreement H2. We concur that this agreement has lost its usefulness, but we do not as a matter of principle want to suggest ourselves to cancel it. If any Line suggests cancellation we shall agree.

6899

Free Fares between New York, Boston and Philadelphia. The Cunard Line, with whom we have discussed this proposal some little time ago, were quite definite in their intention to continue this privilege, and we do not think any good purpose would be served by bringing the question up again now.

Following the meetings in London the Mediterranean Conference held a meeting in Paris, on November 28th, the Minutes of which are attached for your information.

The memo, prepared by the Sub-committee, containing a scheme for adjustment measures to be taken among the Lines, was not adopted owing to the very divergent views, some of the Companies refusing to accept any proposal that *obliged* Lines in the plus to take action. The memo. prepared by the Sub-committee is to come up again at the Conference Meeting on the 24th April next should the agreements then be renewed.

We would draw your special attention to Minute No. 65 as to which we will write you again.

Yours faithfully, For ISMAY, IMRIE & CO., (Intd.) A. B. C.

### ATLANTIC CONFERENCE.

#### AGENDA.

For the Meeting at the Savoy Hotel, London, on Novr. 24th, 1910, at 10 A. M.

- 1. Revisal of By-laws (Red Star Line) (G. 862.845).
- 2. Cunard Line's deported Hungarians via Fiume. (Hapag) (G.965.981).
- 3. Dominion Line's notice of withdrawal from Agreement AA Westbound. (G. 1000 Mr. Ismay).
- 4. Cunard Line's circular on minimal cabin rates. (Hapag.)
- 5. Advance in second class rates. (G.985.996.1002. White Star Line.)
  - 6. Thomson Line. (B. L.)
- 7. Withdrawal of Russian America Line from Agreement BB. (Cunard.)
- 8. Appointment of a Sub-Committee for the revisal of the Agreements. (Cunard L.)
  - 9. Reinstatement of Mr. Schyns. (B. L.)

JENA. November 19th, 1910.

6903

#### SUPPLEMENT

to the Agenda of London Meeting, November 24th, 1910.

- 10. Lloyd's Eastbound rates. (Hapag) (G.1060.)
- 11. First class transportation between landing port and London and Paris. (White Star.)
- 12. Agents commission in New York. (White Star.)

JENA. 21st November, 1910.

#### COMM. A. CRESPI IN THE CHAIR.

- 57. A small committee consisting of Messrs. Brunelli, Cauty, Fabre, Nicholl and Mr. Seyde was appointed to study the question of pool adjustment and to suggest proper measures for same. This committee is also to take up the question of fines for infringements of the Agreement and the proposed alterations to Article 11.
- 58. The Italian Lines agree to give to the Group two Lines through their secretary month by month 6905 their respective positions under the main agreement.
  - 59. The Fabre Line agree to advance as a trial their second class rates by the Sant'Anna to 325 Lire after the next voyage. The Conference reserves its rights to protect its position against the Fabre Line should it not maintain the rate of 325 Lire.
  - 60. The White Star Line will make inquiry in regard to the board and forwarding expenses of Azores passengers Eastbound beyond the port of call, and will report to Conference,
- 61. It was agreed that the infants rates for first and second class (Spain and Azores excepted) are to be as follows:

Eastbound \$10 \$7.50
Westbound Lit. 50 Lit. 37.50
Commission 5% 5%
U. S. headtax included.

Class Unica is to be considered as second class. These rates to take effect December 10th, 1910.

62. With regard to third class Azores rates for children the White Star Line will communicate with Mr. Truccey and they will try to come to a uniform age limit for children.

63. The question whether Austro Americana's Azores steeragers are to be pooled or not is to be submitted to Mr. Wilding as sole arbitrator; the White Star Line accept to prepare the statement for the other Lines.

64. It is agreed to accept the following proposition to determine a pool period:

"A departure being once counted during a pool year, cannot be counted a second time during the following pool year in case a part of the passengers embarked at intermediate ports has to be accounted for in that year in accordance with Art. 9.

"It is however understood that in case the pooling agreement should expire such Group as has not reached its minimum number of sailings cannot count any departure comprised in the final settlement as a full sailing, unless it accounts for all passengers embarked on the same voyage at intermediate ports even subsequent to the date of expiry of the pool."

65. With regard to the threatening new Greek competition the Norddeutscher Lloyd and the White Star Line point out that they have made offers for sale of steamers to this proposed company. The majority of the members express the opinion that such sales are contrary to Art. 21 of the M. S. T. Agreement.

The White Star Line declare their willingness to withdraw, if possible, their offer, provided the Norddeutscher Lloyd do, and the Norddeutscher Lloyd representatives undertake to submit the matter to their board for final and prompt decision, but record their view that such sale of steamers is not covered by the M. S. T. Agreement.

6908

- 66. Agreed that the Greek Lines do not participate in the expenses of the pool for the present.
- 67. With regard to the claim of the Anchor Line that the Fabre Line has been secretly paying extra commission the Anchor Line has shown evidence to Mr. Crespi and Mr. Sanderson who declared that, provided the documents are genuine, they prove the allegations of the Anchor Line. Mr. Fabre cannot accept this decision until he examine the document and consequently the Anchor Line claim the right to appeal to arbitration.
- 68. It is agreed to extend minute 39 re Cia. Transatlintica to the second pool year.
  - 69. The next meeting to be held in Paris on Monday, April 24th, 1911.

Paris, November 28th, 1910.

Signed by al! Parties.

Endorsement of Mr. Fabre: Monsieur Fabre repousser absolument la minute 67 pour la raison qu'il exposera le moment venu.

#### 6912

# POOL ADJUSTMENT MEASURES.

The commission appointed by the Conference make the following recommendations:

- (a) For Westbound business.
- (1) A plus Line may at any time reduce the commission allowed to agents, and further must do so on the request of two or more minus Lines, but under no circumstances need a Line reduce its commission to less than 10 Lire.

It is understood that before making a request to a plus Line to reduce commission the minus Line will take into account the probable position of the plus Line at the end of the pool period.

- (2) As the Italian Lines are to be dealt with as a Group the Italian Lines have the right to decide amongst themselves which Line or Lines of their Group reduces commission in the event of the Group being in the Plus and a demand for the reduced commission being made by two or more Group two Lines.
- (3) In addition to reducing commission, if this measure does not have the desired result, the plus Lines will endeavor on the request of the minus Lines to reduce the maximum capacity of their steamers by 10%.

6914

- (4) As a further measure of adjustment, if necesessary, the plus Lines will endeavor to direct Greeks and Orientals to minus Lines.
- (5) When the plus Lines cannot take any further adjustment measures the minus Lines may take action as follows:
- (a) If the steps taken by the plus Lines are not effective within one month the minus Lines have the right to increase commission, but after 30th April may increase the commission forthwith, i. e. without waiting for a month, except that a Line in a plus Group may not under any circumstances increase its commission except by consent of the minus Group. Further in no case may the commission be increased beyond 20 lit, without the consent of the other Lines.
- (b) The minus Lines may reduce their prepaid rates, but not to a greater extent than s2. No reduction in prepaid rate to be effective after 31st March. In no case is the commission on prepaid business to be increased.

# Petitioner's Exhibit 709

- (6) Any question arising under the foregoing condition shall be referred to Mr. Wilding as sole arbitrator who will be asked for an early decision. Such decision shall be binding and must be acted upon within two days of receipt.
- (7) No alteration shall be made in commission and/ or prepared rates except as provided for in the foregoing, and notice must in every case be given to all the Lines through the Secretary before a change is made
  - (b) For Eastbound business.
- 6917 (8) The adjustment shall be made by altering rates on the principle that the plus Lines shall increase their rates, before the minus Lines reduce. No Line however can be required to charge a higher rate than \$42.
  - (c) For both West and East.
  - (9) When a Line in the minus has increased commission or reduced its rates and becomes a plus Line in consequence it must at once restore the normal position as regards commissions and rates.

6918

# Petitioner's Exhibit 709.

WHITE STAR LINE, Steamship Department.

Liverpool, March 31st, 1909.

Messrs. Lee & Franklin, 9 Broadway, New York.

#### Dear Sirs:

Paris Meeting March 25th and 26th.

The Passenger Department have already sent you the Minutes of the Atlantic Conference held at Paris on the 25th instant, which speak for themselves.

Minute No. 1. The competition of the North West Transport Line is considered serious, but in view of the large westbound movement from the Continent at present it is not felt desirable to take any steps in opposition to their westbound sailings which would only be effected at a very heavy cost to the Atlantic Conference Lines, but by resuscitating by-law 22 to meet their eastbound departures it is hoped to make their service unprofitable, and we trust the Committee has at once got together with a view to giving effect to this resolution.

You will observe the Allan Line do not agree to join in this resolution, but the other Lines decided to go on without them.

6920

Minute No. 4. We expect in view of the general feeling in favor of the alteration suggested that the arbitrator will give his decision in favor of same, and we hope that the reduction in the second class rate of the "Adriatic" and "Oceanic" will be useful.

Minute No. 6. While the cables exchanged with our Passenger Department indicate that you do not view the suggestion to reduce first class commission in New York to 2% with favor we would not have blocked the proposal had all Lines agreed but it would have been made a condition at the same time that the Lines should restrict themselves to their present offices.

6921

We shall be interested to have your reasons for objection if all the Companies acted together.

Minute No. 13. In view of the failure to obtain the consent of the Hungarian Government the scheme for peoling the westbound carryings by the Cunard Fiume Service is to be cancelled, and the previous arrangement as given in Appendix 3 to Agreement A.A. again comes into force.

Minute No. 14. We hope all the eastbound intermediate first class schedules have been issued ere this

and those for the westbound sailings are to be out, as you will see, not later than 3rd April.

Minute No. 17. It is doubtful what attitude the Scandinavian American Line will take now that they have failed to implement the Paris agreement of October last, but the Conference Secretary is approaching them with a view to their attending a Meeting in Liverpool to consider the situation.

March 26th. We attach a supplementary memo: regarding the proceedings on this date which were in connection with the Italian and Hungarian situation.

The Cunard Co. had a special meeting with the Continental Lines regarding the Hungarian situation in view of the failure of both they and the Continental Lines to arrange matters satisfactorily with the Hungarian Government. The result of this meeting has we hope removed any misunderstanding between the Cunard Line and Continental Lines and the Cunard Line has certain proposals under consideration which are to be finally dealt with at a Meeting arranged for London. May 6th and 7th.

The Cunard Company provisionally agreed to join the Mediterranean Pool for their Italian Eastbound carryings with an allotment of 6% and we are going through the agreement in detail with them at an early date with a view to having same put into shape before the Meeting of the 6th May.

The immediate result of these negotiations was to remove the opposition of the Cunard Company to co-operating towards improving the position in the Mediterranean, and we hope as the result of the cables sent that a general increase in the third class eastbound rate has been found possible.

Yours faithfully, For ISMAY, IMRIE & CO., (Intd.) A. B. C.

6923

### PARIS MEETING.

Minutes, March 26th, 1909.

Secretary Peters' salary on account Mediterranean Pool fixed at £1000 per annum to cover all expenses.

White Star and American Line percentage E. B. in Italian Pool for Southampton Services fixed at 4.70% against 4.53% which they previously offered us.

Italian Lines wished to fix a minimum number of sailings for Southampton services, also to alter the Mediterranean Agreement to restrict the booking of italians via Cherbourg, which we rejected.

Mediterranean 2nd Class commission is 25 lit. per adult.

Continental Lines advocate that this be made to include Head Agents Commission.

Nothing agreed by Agents in Italy that is contrary to Main Agreement to be binding on the Lines.

(Intd.) A. B. C.

# Petitioner's Exhibit 710 for Identification.

6927

Minutes of Meetings of North Atlantic Passenger Conference from 1904 to 1907, Minutes 368-374, Vol. I.

# Petitioner's Exhibit 711 for Identification.

Minutes of meetings of North Atlantic Passenger Conference from 1908-1911, Minutes 375-417, Vol. II.

# Petitioner's Exhibit 712.

#### ATLANTIC CONFERENCE.

#### MINUTES AND BY-LAWS.

- 22. The following scheme was approved to meet the competition of the Volunteer Fleet, Russian East Asiatic Company, and New York Continental Line in the eastbound business. Secretary Peters to notify the New York Conference.
- a) When an Atlantic Conference Line with the consent of the other A. C. Lines puts a steamer on the berth in opposition to an outside eastbound steamer 6929 at the same or a lower rate than such outsider, then the A. C. Lines (including the Line of the opposing steamer) will compensate such Line for the passengers forwarded at the reduced rate, the difference per adult between the regular rate in operation for the steamer, at the time when she was proposed and agreed upon for the opposition, but not exceeding \$30 -and the reduced rate at which the passengers were carried. Maximum compensation to be \$12.
  - b) Opposition steamers to be put on the berth against the steamers of the Russian Volunteer Fleet, the Russian East Asiatic Steamship Company, and the New York and Continental Line for eastbound business. Further extension of this measure is subject to a unanimous decision of the A. C. Lines.
    - c) The opposition steamer is appointed by vote by majority of the members of the New York Conferences (North Atlantic Conference and Continental Conference), Canpac Ry. to be considered to enable them to vote. The chairman shall have a casting vote in the event of the votes being divided equally. In their decision the members shall be guided by considering which steamer is best suitable for being most efficiently

opposed with regard to date of sailing, preference by steeragers, capacity, etc. These terms being nearly equal, the steamers sailing direct for the Continent of such party that is short or most short shall be appointed. If a British Lines' steamer is selected it must be subject to the consent of the Line concerned. The New York Conferences to be at liberty to appoint a small committee to carry out this clause.

d) If for such an opposition steamer more passengers are booked than she can carry then the A. C. Line which carries the excess is entitled to a compensation per adult to the amount of the difference between the rate which the passengers have paid and the regular rate of the carrying steamer at the time when the opposition steamer was appointed, except if in the meantime her rate has been reduced, subject to the limitations provided for in clause a.

c) The Compagnie Générale Transatlantique and the Austro Americana participate in the compensation in the proportion of their share to be fixed by a special agreement between them and the N. D. L. V. Lines. These Agreements to be tabled.

f) The amounts of compensation to be paid by the Atlantic Conference Lines in the proportion of their eastbound percentages which will be adjusted in accordance with clause e.

g) Any Line may withdraw from this Agreement at any time by giving 30 days' notice.

23. The question of compensation to the White Star Line for the passengers overbooked for the Pretoria April 14th and transferred to the Baltic and to the Holland America Line for the passengers also overbooked for the Pretoria and Barbarossa and transferred to the Potsdam and Noordam to be referred to Mr. Ismay for decision.

6932

- 24. The question of the payment of commission by the C. P. Ry. to the New York Continental Line on inland business to be taken up by a small committee with the C. P. Ry. representative.
- 25. The following cable was dispatched by unanimous consent from Secretary Peters to Secretary Sandford with the view to the New York Conference taking prompt action to discipline all agents in the States transgressing conference rules, viz: "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions it is highly essential that the Conference Regulations should be strictly enforced against Agents and request New York Conference act accordingly and in cases of doubt refer same to arbitration." The further consideration of the competition by the Italian Lines for eastbound Continental Business to be deferred until Mr. Ballin has seen Mr. Crespi in Hamburg early next month.
- 26. The British Lines' form of Promissory note accepted for all Lines, except "Hinrich Peters" to appear instead of the words, "the Secretary of the General Pool." The promissory notes to be deposited by all Lines with the Secretary not later than June 15th next.

- 27. Agreed that the Allan Line under Appendix I to Agreement Z are entitled to carry not exceeding 100 Hirsch passengers for each sailing, to whom the special compensation rate applies. The average number per sailing is not to be considered.
- 28. Agreed that the Cunard Line are to participate with the other Pool Lines in the compensation payments as between the Canadian Lines and Atlantic Conference Lines under Agreement Z.

- 29. All steerage passengers, whether booked at regular or reduced rates, have to be pooled under the Agreement A. A. except those exempted under clauses 3 and 11 of the bye-laws to that Agreement.
- 30. Clause 11 Agreement W to be amended to permit a minimum commission of \$6 per adult to be paid to Agents in America on second class round trip bookings.

The other amendments to the Agreements as suggested are approved failing advice to the centrary being received by the Secretary from any Line prior to 15th June.

6938

- 31. Noted the Austro Americana join Agreement H<sub>2</sub>, but the Allan Line do not.
- 32. The N. D. L. V. Lines to consider what steps they can take to break the Westbound Libau Rate in competition with the Russian Lines. If they do not find this practicable, the question of the reduction by the British Lines with compensation to be considered.
- 33. The difficulties still experienced by passengers for the British Lines in passing the control stations was referred to. Mr. Ballin stated this matter has been taken up with the German Government, and that he has received a letter from the authorities that the question is under consideration, and added that the British Lines may expect a settlement to be arrived at very shortly.

- 34. Telegrams from Secretary Peters for the British Conference Lines to be sent in future to Secretary Smyth who will communicate same to the British Lines.
- 35. The C. G. T. agree to withdraw their agency from the New York Uptown office of the Sleeping

Car Company, provided all the Lines agree not to open Uptown offices, or appoint Uptown agents within 3 years from 1st March last. All Lines agree to this proposal, except the Cunard Company who will communicate their decision as early as possible to the Secretary.

36. The proposal to amend Agreement V by omitting the words "or reductions" on the 6th Line clause 11 to be considered at next Meeting.

Agreed London 25 May, 1908.

6941

37. At the commencement of the Proceedings the chairman of the Cunard Company made the following statement:

"Since we agreed to attend this Conference certain developments have taken place bearing on our Hungarian business. This will or may have a material effect on our position in the Italian portion of our business. We believe that the difficulty arising out of these developments can and should be settled. We tried to arrange a preliminary meeting yesterday, unfortunately without success, though we had a short interview with Dr. Wiegand and Mr. Heineken vesterday afternoon. The position is now that we cannot make any Agreement with regard to the Italian Steerage business for, failing a solution, we may find it necessary to increase very largely our interests in the Italian trade. Any conclusions therefore, which may be arrived at by this Conference, can only be provisionally agreed to by us and are dependent upon some definite arrangements being come to in connection with the Hungarian business."

38. The Canadian Pacific Co. being unable to give a Promissory Note in accordance with the terms of Agreement A. A. it was agreed that a guarantee for the required amount from the Bank of Montreal would be satisfactory.

In view of the high stamp duty on promissory notes in England it was further agreed that the British Lines may deposit bills payable on demand duly accepted, in lieu of promissory notes. These to be renewed from time to time as may be necessary.

39. The definite settlement of the Pool percentages to be arranged by the Secretary by correspondence.

40. In the case of a breakdown of a steamer or other unforeseen occurrence necessitating the transfer of third class passengers to another Line, the Line carrying the passengers must pool them, except that if the Line to which the passengers are transferred is not a party to Agreement A. A., as far as those passengers are concerned, then the Line for which the passengers were booked must account for them to the Pool.

41. The White Star Line were requested by some of the Lines to withdraw their recent advance in eastbound rates, made with the view, to balance their position in the westbound and eastbound Pools taken as a whole, as they are in the minus for eastbound business.

There being a difference of opinion as to whether the principle of balancing the westbound and eastbound carryings against one another is correct, decided, if necessary, to refer the matter to arbitration.

42. The International Transportation Company to be disqualified by all Lines at once, except that the Holland America Line who have an Agreement with 6944

this Company will do so, as soon as possible, but at latest within six months from date.

- 43. W. H. Müller & Co. will be advised by the North German Lloyd not to book passengers for any non-Conference Line.
- 44. Pending the Meeting with the Russian East Asiatic Co. and the Italian Lines the question of disqualifying A. E. Johnson & Co. was postponed.
- 45. The compensation accounts for fighting steamers eastbound to be settled in dollars, or the equivalent in the currency of the country of the carrying Line at 6947 the current rate of exchange.
  - 46. Clause 10 Agreement W to be altered, to read the same as clause 12 Agreement V.
  - 47. The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.
  - 48. No reduction on agreement rates to be offered to the British Association for the Advancement of Science.
- 40. The numbers of first class passengers carried to 6948 be advised to the Secretary and to be included in the Weekly Pool Returns.
  - 50. The Continental Lines undertook to consider the proposals of the British Lines for reducing advertising expenses, and to fall in with same as far as they consider practicable.
  - 51. Messrs. Strasser, Storm, v. Reuchlin, Mearns and Aitchison were appointed as a committee to consider the question of charging head tax separately to make their recommendation at the next Conference Meeting, as regards all classes.

- 52. It was decided not to supply Secretary Sandford, New York, with copies of the Agreements and Conference circulars.
- 53. The Salary of the Atlantic Conference Secretary was recorded as £ 2000 per annum to be paid by all the Conference Lines together with expenses on the basis provided for in Article 23 of Agreement A. A.

The apportionment of the expenses as between the N. D. L. V. Lines and the Atlantic Conference Lines to be left to the Secretary.

- 54. The question of the Control-Stations was referred to, and the chairman stated that everything possible was being done in accordance with byelaws 17 Agreement A. A. and hope the matter will be settled to the satisfaction of the non-German Lines shortly.
- 55. The charge of 15/-being made at the Control-Stations on cash passengers for the British Lines to be taken up by correspondence.
- 56. The Agreements with the French Line as referred to in section e, byelaw 22 to be tabled.
- 57. The threatened new direct competition from Scandinavia to U. S. A. was referred to. The Chairman advised that this would be brought up at the meeting with the Russian East Asiatic Co. which, it it hoped, will be arranged for an early date.

58. Messrs. Strasser, Cameron, Mearns, Storm and Seyde were appointed a sub-committee to consider the question of commission to Agents in connection with clause 13 Agreement V. and clause 11 Agreement W., and to frame a definition of the term "Tourist Office." Reported that no progress was made and the matter was deferred.

6951

69.10

#### Petitioner's Exhibit 712

59. The chairman reported that owing to the exorbitant demands of the Italian Lines the committee appointed to meet them, had been unable to make any progress towards a settlement of the present difficulties, and the meeting broke up without result. A further meeting, however, had taken place with Signor Crespi which may result in the resumption of negotiations towards the end of the month. Under the circumstances it was decided to take no action before the end of the present month as regards rates in competition with the Italian Lines pending these further negotiations.

6953

Agreed Paris 7 August, 1908.

- 60. Mr. Strasser, Mr. Mearns, Mr. v. Reuchlin, and Mr. Seyde were appointed a committee to meet the Russian Eastasiastic representatives to discuss their joining the General Pool, subject to the following conditions, viz:
- That they and the Danish East Asiatic Co. do not enter into the Scandinavian and Finnish business east-or westbound in any way directly or indirectly.

- 2) That the Pool arrangement must come to an end if any other Line whatever including the Russian Volunteer Fleet starts from Russia to North America.
- That the percentage allotted to them represents their present weak position.
- 61. The threatened new competition from Scandinavia was discussed, and the representatives of the United S. S. Co. submitted their proposals as follows, viz:

In order to avoid this new competition which we feel sure will come, if we don't take the matter in hand, we are making the following proposal:

That we shall have the right in future to run 6 steamers instead of 5, to keep these six steamers under the three Scandinavian flags—2 under each—and run a weekly service from Scandinavian ports to United States under a rate agreement as hitherto with other Lines concerned.

This should be carried out in the following way:

Of the existing 4 Danish boats 2 are to be handed over to Sweden and Norway, and two more boats to be provided, one for the Swedish and one for the Norwegian flag.

After some discussion the Danish Line representatives retired. The matter was fully considered and the following reply was subsequently addressed to Admiral de Richelieu, viz:

The Lines have given the proposals placed before them by the representatives of the Scandinavian American Line their best consideration, but they are of opinion that these proposals would be prejudicial to the interests of the Conference Lines, and they consequently regret that they are unable to see their way to entertain them.

62. The final Westbound and Eastbound percentages were agreed to as shown in Article 3 of the Agreement A. A.

63. The following form of acceptance was agreed to, to be deposited with the Secretary by the British Lines instead of promissory notes as required under Article 17 Agreement A. A.

£..... Hamburg ..... 1908

On Demand pay to the order of the General Director of the Hamburg-American Packet Co., the 6956

# Petitioner's Exhibit 712

Chairman of the Cunard Steamship Co., and Hinrich Peters, Secretary Atlantic Conference, the sum of ..... pounds sterling, value received.

(Sgd.) HINRICH PETERS, Secretary Atlantic Conference.

To	
	Liverpool
(crossed)	Accepted 1908
	Payable at
	Bank
	Sgd

6959 64. The proposed reductions in advertising were not agreed to.

65. The question of discontinuing free forwarding of 3rd class passengers between London and Liverpool, and between London and Southampton was left to be dealt with by the British Lines.

66. No allowance is to be made to Agents in America for exchanging eastbound prepaid tickets.

67. The Chairman advised that Mr. Crespi had intimated the willingness of the Italian Flag Lines to resume negotiations for a Pool on the basis of the 3rd class carrying capacity of the steamers, but with certain amendments as regards sailings, and has suggested a meeting for middle of September.

The following telegram was despatched, viz: Docteur Paratore care Navigazione Generale, Rome.

Conference Lines agree meeting proposed by Mr. Crespi middle September but are sorry they cannot any longer tolerate present state of things they must adopt measures immediately to protect their business unless the Italian Lines agree forthwith to withdraw from booking continental eastbound steeragers. If

Italian Lines cooperate believe Conference Lines will be prepared to restore previous Mediterranean rates pending negotiations. Please wire immediately.

> WIEGAND, Carlton Hotel.

Pending receipt of reply no action was agreed upon regarding further steps to meet the Italian competion.<sup>1</sup>)

26. 8. Rome.

6962

Dr. Wiegand, Carlton Hotel, London.

Received your wire Stop before all let me note you that leaving in Paris we agreed that pending negotiations no variations would be done to the *Status quo* Stop so that attitude London's Conference astonishes us Stop we are sorry to be not able to follow you in your proposals for the same reasons we explained to you in our meeting to Chattam's.

Hotel Stop but in order to confirm the conciliating design of which the Italian lines gave proof in Mr. Crespi's letter of 18th inst. we can only propose the sole means able to make possible a rapid solution of the present situation namely to hasten the devised meeting if you will at the end of the current week in Carlsbad where as you know is Mr. Crespi in treatment please wire Paratore.

6963

The following further telegrams have been exchanged between General Director Dr. Wiegand and Dr. Paratore.

<sup>1)</sup> Note of the Secretary:

26./8. London.

Paratore Navigazione, Rome.

Your telegram received I must again positively repute your assertion that at our meeting in Paris any arrangement was made with you that pending negotiations no alterations should take place on the contrary I have distinctly told you that I could not say what measures the Conference would take to protect their interest Stop Conference must insist on your acting according to our yesterday's proposal else Conference will now take measures Stop leaving for Bremen tomorrow morning where I await your final decision by wire.

WIEGAND.

29./8. Rome.

Dr. Wiegand, Bremen.

Wire received Stop we must believe that about status quo is question of equivocation which I would be disposed clear up coming to Bremen in some day Stop I confirm in the meantime that Italian Lines cannot agree your request about continental eastbound until agreement is not definite Stop Italian Lines are sorry that Conference had not considered proposal meeting immediately on purpose to eliminate if possible every divergence Stop with such a proposal Italian Lines believe done a clear proof of their conciliating mind and they cannot think that Conference Lines should modify for a few days question their attitude making more heavy a situation yet difficult. Please wire.

PARATORE.

6969

29./8. Bremen.

Dr. Paratore, Rome.

Am prepared to settle with you question of status quo tuesday next Bremen.

WIEGAND.

68. The Committee which met the Russian East-asiastic Co. representatives reported that after considerable discussion they had proposed to the Russian gentlemen they should join the Pool on the basis of their carryings for 1907 for 17 sailings westbound and 15 sailings eastbound, increased proportionately to 24 sailings, on the understanding that they should effect not less than 18 sailings or more than 24 sailings, which it was stated would give them 1.88% west- and 2.48% east. A reduction of 1/18th to be made for each sailing less than 18.

After communicating with St. Petersburg the Russian gentlemen submitted the following as their final offer:

- 1) An allotment of 2.50% West and 3.-% East.
- 2) The agreement to be for one year.
- 3) To have the right to call at Rotterdam eastbound, but not westbound.

- 4) Their sailings to be not less than 18 or more than 24.
- The agreement to be subject to a satisfactory adjustment of freight matters.

The committee were authorized to conclude an agreement on these lines, except that the period must be the same as Agreement A. A. and special clauses to be included to safeguard the Scandinavian and Finnish business, also to terminate the agreement in the event of new competition.

69. The Chairman reported that as the result of a Meeting between the N. D. L. V. and the Cunard Lines, he was in a position to place before the Conference a proposal of the Cunard Line to include their Fiume Service in the Westbound Pool on the basis of their carryings for the years 1906—1907, which it was stated, would give them 6.47%.

The principle of including the Cunard Fiume Service in the General Pool was favorably received by the Lines, but the question was deferred for further consideration until the Meeting proposed for the middle of September to give the lines an opportunity of looking into the figures.

70. No reply being to hand from Docteur Paratore to the telegram of yesterday it was agreed that in the event of same being unsatisfactory the Atlantic Conference Lines calling at French ports should reduce the eastbound rate for Italian passengers to \$17 basis Turin, such passengers not to be accounted for to the Atlantic Conference Pool. Any of the Conference Lines to have the same right. Any Line, inclusive Transatlantic, to have the right to cancel this measure on giving one month's notice.

71. The following reply to hand from Admiral de 6972 Richelieu was read:

Carlton Hotel, 26. August 1908.

Dr. Wiegand, Director General North German Lloyd. Savoy Hotel, London.

Dear Sir:

I beg to acknowledge the receipt of your letter of 25th inst. from which I see that the Atlantic Conference Lines are unable to entertain the proposals

which the representatives of the Scandinavian Line yesterday placed before them.

We considered these matters to be in our common interests although we well can see that they are of much greater importance to us than to the Atlantic Conference Lines, as we are solely dependent on a small part of the Scandinavian and Finnish Emigration for the support of our Line, whereas the Atlantic Conference Lines, when the trouble which we foresee to be coming, does arrive, still have their British and Continental Emigration intact.

We can therefore not but express our regret over the unfriendly way in which the Atlantic Conference Lines have met the earnest representations of their old ally in the Scandinavian and Finnish business.

Yours faithfully,

(Sgd.) A. de RICHELIEU.

A further meeting was arranged to give the Danish representatives the opportunity of making any further remarks or proposals which they may desire.

72. It was reported that as the result of the further meeting with the Danish gentlemen they expressed their willingness to consider joining the General Pool, it being made clear to them that their proposed extension was not acceptable, and by joining the General Pool their interests would be safeguarded to an important extent in the event of the threatened new National Lines being established.

Secretary Smyth to furnish them such statistics as bear on the question when they will submit a proposal (1) for joining the Pool under present conditions (2) for joining the Pool on their proposed extended basis and will attend a meeting to continue the negotiations.

It was agreed to leave the negotiations in the hands of the British Lines with authority to conclude an agreement on the basis of No. 1. 6974

# Petitioner's Exhibit 712

73. In pursuance of Min. 68 the Secretary has added here the following agreement arrived at with the Russian East Asiatic S. S. Co.:

#### MEMORANDUM

of an Agreement between the Russian Eastasiatic Co. and the Steamship Companies called the Atlantic Conference Lines concerning third class passenger business.

6977

1) The Russian Eastasiatic Co. to receive as their share of the total third class business of the Atlantic Conference Lines (Mediterranean services excepted) and their own carryings 2.50% west, 3.—% east.

The Atlantic Conference Lines are so far as the westbound carryings are concerned:

Allan Line (United S. Services), Anchor, Cunard (Fiume Service excepted), Hamburg American Line, Holland America Line, Norddeutscher Lloyd, Red Star, White Star, American, and Dominion, and so far as Eastbound business is concerned—the Allan Line (United States and Canadian Services included), Cunard (Liverpool Service), Cunard (Fiume Service Italians excepted), Hamburg American, Holland America, Norddeutscher Lloyd, Red Star, White Star, American Line, Dominion, Canadian Pacific and Anchor Line.

Accounts are to be closed at the end of each calendar year.

2) The percentage is subject to the Russian East-asiatic Co. making not less than 18 sailings and not more than 24 sailings in a calendar year. For every sailing less than 18 sailings the percentage shall be reduced by 1/18th.

- The Russian Eastasiatic Co. undertakes not to carry any Scandinavian and Finnish passengers.
- 4) In the event of the Danish Eastasiatic Co. entering the Scandinavian, Finnish or continental third class business to or from North America or in the event of any new competition whatever, including the Russian Volunteer Fleet from Russia to or from North America, the Atlantic Conference Lines have the right to terminate this agreement forthwith.
- 5) The Russian Eastasiatic Co. undertakes not to call with any of their steamers, westbound or eastbound, at any Scandinavian, British or Continental port, except eastbound they retain the right to call at Rotterdam.

- 6) This Agreement is subject to an understanding being reached between the Holland America Line and the Russian Eastasiatic Co. concerning freight matters.
- 7) This Agreement commences to operate 1st September, 1908, and is included for the period from 1st September, 1908, to February 28th, 1911, and shall after this latter date continue from year to year unless due notice be given to the Secretary of the Atlantic Conference not later than 1st December of the intention of terminating same at the end of the next February, namely, in the first instant 1st December, 1910. -Accounts being closed at the end of each calendar year, the period during which this Agreement operates in 1908, being from 1st September to 31st December-thus only for 4 months-the sailings referred to in clause 2 shall be 6 minimum and 8 maximum for this period. The last period in case of this agreement terminating on a 28th February will consist of 14 months from 1st January to 28th February of the subsequent year, the number of sailings to be altered proportionally.

# Petitioner's Exhibit 712

- 8) The compensation rate to be paid or to be received by the Russian Eastasiatic Co. in case of their carryings in a calendar year being in excess or below their percentage, is fixed at £ 4.— per soul.—This compensation is subject to change if such a change is agreed upon by the Atlantic Conference.
- 9) This memorandum is to be replaced by an Agreement in a more complete form on the same lines as the Agreement between the Atlantic Conference Lines, and in the meantime it is subject to all the conditions of the said agreement between the Atlantic Conference Lines of which a copy shall be sent to the Russian Eastasiatic Co.

# 74. MEMORANDUM

referring to the Agreement with the Russian East Asiatic Co. which has been minuted and read in presence of all concerned:

"It is understood that clause 4 is to be interpreted as if the words 'directly or indirectly' were inserted, between the words 'entering' and 'the'; that for certain private reasons the Russian East Asiatic Co. desires those words not to be added."

Agreed London 25./26. August 1908.

6984

### ATLANTIC CONFERENCE.

89. Agreement Scandinavian American Line. It was decided that a clause must be included in the Agreement with the Scandinavian American Line under which the latter will confine themselves to the carriage of Scandinavian and/or Finnish passengers. They are already under agreement with the Hamburg American Line in this respect up to 18t January, 1910.

It was the general feeling that the Donaldson Line should not be party to the Pooling Agreement with the Scandinavian American Line.

The British Lines to defer concluding the final agreement with the Scandinavian American Line until they are advised the agreement with the Russian American Co. is finally ratified.

90. Agreement Russian Eastasiatic Co. Draft Agreement with Russian Eastasiatic Co. approved with clause 15 giving the equivalent cash and prepaid rates amended as suggested. Clause 23 regarding the freight agreement with the Holland America Line to be deleted.

6986

91. Pooling of cabin passengers. The question under what circumstances cabin passengers are to be pooled was further considered, and it was agreed by all Lines except the C. P. R. that all passengers paying a rate less than the agreement second cabin rate of the carrying steamer must be accounted for as steeragers. This matter to be arbitrated.

The C. P. R. agreed to file a memorandum of the number of railway employees at special rates who have travelled first or second class during 1907. The Allan and Dominion Lines to file a similar statement, when the question as regards employees to be further considered.

6987

Second class passengers transferred through force majeure from one steamer to another higher rated steamer are not to be pooled.

92. Discontinuance of granting free rail tickets to I. class passengers to and from Paris and London. The proposal to discontinue the granting of free rail tickets to first class passengers to and from Paris and London was not agreed to.

- 93. Head tax on I. and II. class business. No agreement was found possible as regards the levying of head tax on first and second class passengers.
- 94. Minimum I. and II. class rates for "Cincinnati, Cleveland, George Washington, Berlin." The minimum first and second class rates for the S. S. Cincinnati, Cleveland, George Washington and Berlin to be left to Mr. Wilding to decide.
- 95. Theatrical performances and variety shows. The Lines agreed not to entertain proposals for variety shows, etc., on board the steamers.

Jena, 14th December, 1908.

96. Intermediate First class schedule. It was agreed by the Lines who have been accustomed in the past to issue an intermediate first class schedule, that until further notice they will publish an intermediate schedule for each steamer being the mean between the Summer and Winter schedule by the respective steamers for the following periods:

Westbound: 1st April—31st July and 16th October—31st October.

Eastbound: 1st April—3oth April and 16th July
--15th August.

6990 This does not apply to the Mediterranean services nor to the Canadian Lines who will continue their present practice in this matter. It is of course understood that no line is bound to maintain the schedule

except as regards to minimums.

It is further understood that each Line is at liberty to issue revised tariffs if it should find it necessary; such tariffs to be circulated, two days before issue, among the Lines through the medium of the Secretary.

97. Balancing of westbound and eastbound pools against each other. It was agreed that the West and

Eastbound Pools cannot be balanced against each other.

98. White Star-Dominion Canadian service. The Allan Line take exception under Agreement A. A. and Agreement Z to the White Star-Dominion Canadian service and the White Star announcements in connection therewith, and it was agreed to have the question arbitrated.

99. Controlstations. The British Lines were advised that the question regarding the control stations was practically settled, and they might expect an official announcement to this effect very shortly.

6992

100. Circulating of Austro Americana pool statements. It was agreed that the Pool statements between the Austro Americana and N. D. L. V. Lines should be circulated among the British Lines.

The Cunard Line wished it to be noted that they consider the Austro Americana should become party to Agreement A. A. and request the N. D. L. V. Lines to give the matter consideration.

101. New York Uptown offices. The question of Uptown offices in New York was referred to, and the Cunard Line announced their intention to give their agency to the International Sleeping Car Company's Uptown office.

6993

The other Lines reserve their right to take any action they may see fit in this respect.

The question of reducing the commission to 2% on first class business done by New York agents was deferred to next meeting.

102. Continental Lines initial rates for 1909. The Continental Lines advised that in view of the proposed U. S. regulation concerning the measurement of emigrant quarters they will quote from the first of Janu-

ary, 1909, the following steerage rates exclusive of head tax:

tti.		
Hamburg American Line	Marks	160
Lloyd, Kaiser boats	4.6	180
" other New York boats	6.6	160
" Baltimore boats	66	160
" Galveston boats	44	150
Red Star Line	67	160
Holland America Line	46	160
Cie. Gle. Transatlantique fast boats	66	160
" cargo boats	66	150
Austro Americana	66	160

6995

Prepaid rates to be advanced accordingly at once.

103. Semi annual Meetings. It was agreed to hold the semi annual meetings in future on the last Thursday in November and the last Thursday in March at Cologne and London alternately.

Cologne, 3d December, 1908.

Signed for the Allan Line Henry Allan. Anchor Line Richard Henderson. Canadian Pacific Allan Cameron. Cunard Line A. D. Mearns. Hamburg-American Line Ballin. Holland-America Line Reuchlin. I. M. M. Co. Harold A. Sanderson. Norddeutscher Lloyd Heineken. Red Star Line Ed. Strasser.

6996

# ATLANTIC CONFERENCE.

75. Transat and compensation for fighting rates. The Cie Gle Transatlantique participates in the division of the compensation for fighting rates against the Russian Eastasiatic and Newyork Continental Line eastbound with 9.17%. (Agreed 18th June, 1908.)

76. Cunard Line's Fiume Service westbound. It was agreed to include the Cunard Line's Fiume Westbound service in the Atlantic Conference on the basis of their carryings for 1906 and 1907 which gives them an allotment of 6.88% of the total Westbound carryings of the present Atlantic Conference Lines and the Cunard Fiume service.

This arrangement to come into effect on November 1st, 1908.

It is understood the carryings by the Cunard Line Fiume service are not to be accounted for under Agreement Z.

The Cunard Company wish it to be understood that as previously explained the foregoing agreement is subject to the approval of the Hungarian Government.

77. Agreement Russian Eastasiatic. A special agreement to be made with the Russian East Asiatic Co. to cover the pooling arrangement made with them. They are not to become party to Agreement A.A.

78. Outstanding Russian Prepaids of Russian Lines. It was agreed that the question of the outstanding Russian Volunteer Fleet's prepaid passengers from Libau was to be left to Mr. Strasser to arrange with Mr. Benislavski.

Compensation to the N. D. L. V. Lines for carrying outstanding low rate prepaid passengers off Rotterdam of the Russian Lines to be settled by the N. D. L. V. Lines.

Arrangement between Mr. Ed. Strasser and Mr. v. Benislavski:

It has been agreed between Mr. v. Benislavski, subject to approval of his Board of Directors, and between Mr. Ed. Strasser with regard to the outstanding prepaid passengers at old rates of the Russian East Asiatic Co. and the Russian Volunteer Fleet according to the initialled statement attached hereto:

6998

1. The prepaid tickets booked from or via Rotterdam can be used by any of the N. D. L. V. Lines from Hamburg, Bremen, Rotterdam, Antwerp within fifteen months from their date of issue, and the carrying Line will accept the net rate at which the prepaid has been issued to be paid by the Russian East Asiatic Co. upon presentation of the prepaid ticket.

The difference between such net rate and the net rate of the carrier shall be paid to the carrier by the N. D. L. V. Lines, Transatlantique, and Austro Americana.

2. The prepaid tickets booked from Libau shall be used by the Russian East Asiatic Co. and for one half of them this Company shall receive from the Atlantic Conference Lines the difference between the net rate at which the prepaid ticket has been issued and the net rate of the Russian East Asiatic Co. at present in force; these prepaids also to be forwarded within fifteen months from their date of issue.

This difference will be supported by the A. C. Lines in the proportion of the percentages as stated in Agreement A.A. for Westbound business, the French Line and Austro Americana to participate in the same.

Paris, 22nd October, 1908.

7002 (Signed) Ed. Strasser.

This proposal is subject to the approval of my Board.
(Signed) M. Benislavski.

Statement of Prepaids:

Volunteer Fleet prepaids:

Libau 437/1, 227/2, 12/0 = 676 souls or 551 adults Rotterdam 293/1, 131/2, 10/0 = 434 " " 359 " \*)

<sup>\*)</sup> more than one year old: 536/1, 187/2, 12/0 = 735 souls or 630 adults.

for which we get about Rbl. 41.—per adult from Rotterdam; about Rbl. 51.—per adult from Libau whereas we have to pay the pool for an event. excess £4.—per soul equal to about Rbl. 50.—per adult.

Our own Rotterdam prepaids amount to: III. Class 381/1, 144/2, 25/0 = 550 souls, gross

\$13611; net \$11430.96, or about Rbl. 45.—net per adult.

Holland America Line's present rate is M. 130.—(Rbl. 60.—).

II. Class 26/1, 11/2, 2/0 = 39 souls, gross \$1404.50 net "1196.88

or about Rbl. 73 .- net per adult.

I. Class 1/1, 2/2, 0/0 = 3 souls, gross \$150. net "127.50

or about Rbl. 125.-net per adult.

Paris, 7/20/10, 1908.

(Signed) Ed. Strasser (Signed) M. v. Benislavski.

79. Compensation for fighting rates. The Nord-deutscher Lloyd's claim for compensation for passengers carried at fighting rates by the S.S. "Lützow" April 30th to be referred to Mr. Ismay for decision.

80. Cabin passengers at reduced rates. The question of the C. P. Ry. giving reduced cabin rates to their railway employees throughout Canada, was discussed and deferred to give Mr. Cameron an opportunity of communicating with his principals. In the meantime the question as to under what circumstances reduced rate first and second cabin passengers should be pooled was deferred.

81. Commission on Cruise business. The question of allowing more than 5% commission to Agents in America on alleged Mediterranean cruise business to be referred to Mr. Wilding for arbitration.

7064

82. Compensation on eastbound Italian business. The claim of the Anchor Line for compensation for loss sustained in the Eastbound Mediterranean business since the late advance in steerage rates was discussed, and the Anchor Line intimated their intention to submit this claim on another suitable occasion.

83. Passengers of St. George's Society. It was decided that steerage passengers from New York carried for the St. Georg's Society whether at special rates, or not, must be poled, as no exception can be made in their favor.

7007

84. Control Stations. The Chairman stated that the British Lines might expect the question of the Control Stations to be settled satisfactorily to them very shortly.

85. Tabling of Continental Line's Agreements. It was agreed that the agreements between the N. D. L. V. Lines and the C. P. Ry., Austro Americana and the Cie Gle. Transatlantic respectively were to be tabled for the information of the A. C. Lines.

86. Discontinuance of granting free rail tickets to Passengers from Paris and London. The question of all Lines concerned agreeing to discontinue including free rail transportation from Paris and London to port of embarkation for First Class passengers to be brought up for consideration at next meeting.

Paris, 21st October, 1908. For the Hamburg American Line

(signed) Ballin.

For the Cunard Co.

(signed) William Watson.

For the Norddeutscher Lloyd

(signed) Wiegand.

For the Holland America Line

(signed) Reuchlin.

For the Allan Line

(signed) Henry Allan.

For the Canadian Pacific Ry. Co.

(signed) Allan Cameron.

For the I. M. M. Co.

(signed) Harold A. Sanderson.

For the Donaldson Line

(signed) John Aitchison.

For the Anchor Line

(signed) A. C. F. Henderson.

For the Red Star Line

(signed) Ed. Strasser.

7010

87. Agreement Scandinavian American Line. a) The agreement which British Lines have negotiated with the Scandinavian American Line concerning the admittance of the latter into the A. C. according to the annexed draft is approved.

b) The Allan Line give their consent to the inclusion of the Scandinavian American Line in the General Pool as per above agreement on the following conditions:

The Allan Line agree to the arrangement between the Atlantic Conference and the Scandinavian American Line. It being understood that in respect of the infraction of Agreement Z clause 13, which is involved, the Allan Line shall receive compensation at the rate of £4.—per soul from the British A. C. Lines in the event of the Allan Line's Westbound Scandinavian and Finnish (exclusive of Russian) carryings in any year during the continuation of the said agreement falling below their percentage of such business for 1906/7. Such compensation however not to exceed such an amount as would represent their pro rata share in the extra percentage of 0.65% allotted to the Scandinavian American Line.

In the event of the Scandinavian American Line overcarrying their Westbound percentage the Allan Line to receive a share of the compensation equal to their percentage of the Scandinavian and Finnish (exclus. of Russians) business during the years 1906/7.

Any compensation paid the Allan Line under this agreement to be borne by the British A. C. Lines pro rata according to their westbound A. C. percentages.—

The Allan Line has the option till 31st December, 1908, of joining the General Pool in respect of Westbound Scandinavian and Finnish business on the basis of 1906/7 carryings subject to adjustment covering the allotment to the Scandinavian American Line. (Signed) Henry Allan.

7013

88. Head tax on First and Second class business.
a) The committee appointed under minute 51 deliver the following report: First and Second class business. Being unable to obtain unanimity in regard to the levying of the head tax on first and second class business it was decided that the matter be postponed until the General Meeting in December, and that in the meantime the British Lines will see if any arrangement can be made with the Canadian Lines on the subject.

b) Head tax on third class business—The British Lines having already added 15/— to their British and Scandinavian rates for head tax purposes, and shown same on their circulars i. c. 15/— less for U. S. citizens it was left to the Continental Lines to see if they cannot follow the same course, and report to the Meeting to be held in December, it being understood that should the Continental Lines find it possible to take action in the meantime, the British Lines will adopt the same action for their third class Continental business. (Signed) A. D. Mearns.

Paris, October 23rd 1908.

Annex to Minute 87:

### MEMORANDUM

- of Agreement between the Scandinavian American Line and the Steamship Companies called the Atlantic Conference Lines concerning third class passenger business.
- I. In view of the agitation in Norway and Sweden for National Flag Lines to North America the Scandinavian American Line undertakes to support an arrangement whereby its own United States Service will be reduced to two steamers, and a new Norwegian Line with two steamers, and a new Swedish Line with one steamer will be established, and they will oppose any further extension as regards Norway, Denmark, or Sweden, and further bind themselves not to increase their own service.

7016

This agreement is subject to the above arrangement being carried out giving a combined service of

- 2 Danish steamers
- 2 Norwegian steamers
- 1 Swedish steamer.
- 2. In the event of any new competition to or from any Scandinavian or Finnish port to or from United States or Canada, arrangements to be considered for combined action for meeting same. Failing a satisfactory arrangement to this end the Atlantic Conference Lines have the right to cancel this agreement forthwith.

7017

3. The Scandinavian American Line to receive as their share of the total third class business of the Atlantic Conference Lines as defined in Article 4 and of their own carryings

> Westbound 3.25% Eastbound 4.—%.

This allotment to cover the new Norwegian and Swedish flag Lines to be established as referred to in Article 1.

4. The Atlantic Conference Lines for statistical purposes under this contract are as follows (Mediterranean Services being excepted west and east-bound):

### Westbound:

Allan Line (United States services)

Anchor Line

7019 Cunard Line

Hamburg American Line

Holland America Line

North German Lloyd

Red Star Line

White Star Line

American Line

Dominion Line

#### Eastbound:

Allan Line (United States and Canadian services)

Anchor Line

7020 Cunard Line (Continental passengers by their Fiume service included)

Donaldson Line

Hamburg American Line

Holland America Line

North German Lloyd

Red Star Line

White Star Line

American Line

Dominion Line

Canadian Pacific Ry. (Atlantic S. S. Lines).

If the statistics, as per memo attached, on which the percentage was arrived at, include other services the allotment under clause 3 to be amended accordingly.

5. The Scandinavian American Line to confine themselves to their present Scandinavian ports (Copenhagen, Christiana and Christianasand) except to have the right to call one steamer monthly at Gothenburg, and during the three spring months a fortnightly steamer may call there, the total calls at Gothenburg throughout each year not to exceed fifteen.

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The Scandinavian American Line also to have the right to call at Helsingborg and to make 20 calls at Bergen. This clause applies both westbound and east-bound.

- 6. The present rate schedule to continue in force excepting that the Scandinavian American Line will charge three Kroners extra to and from Gothenburg and I kr. 50 extra to and from Helsingborg by steamers calling at these ports.
- The Scandinavian American Line agree not to carry through booked passengers to Canada.
- 8. The compensation rate to be paid to or to be received from the Scandinavian American Line in case their carryings in a calendar year are in excess or below their percentage is fixed at £4 per soul.

This compensation rate is subject to change if such change is agreed upon by the Atlantic Conference.

The payment of compensation is not the object of this contract, but merely the means of deterring either party from overcarrying its percentage, it being understood that every endeavour shall be made by both parties to carry their percentage allotment.

- 9. Accounts to be closed at the end of each calendar vear.
- 10. This agreement to become effective with the complete establishment of the new combined service as defined in clause I, say on January 1st 1909, and to run concurrently with Agreement AA.

In the event of the new combined service being commenced on 1st January 1909 with only four steamears instead of five steamers the allotment to the Scandinavian American Line to be reduced pro rata until the fifth steamer is put into the service.

11. This memorandum to be replaced by an agreement in a more complete form on the same lines as the Agreement between the Atlantic Conference Lines (called Agreement AA) and in the meantime shall be subject to all the conditions of the said agreement so far as they apply and are not amended by the conditions provided for in this memorandum.

The agreement also to be supplemented by a subsidiary agreement with the British Lines to effectively control Scandinavian and Finnish business and agencies.

12. The term Scandinavian American Line throughout this memorandum is understood to mean the new combined service as defined in article 1.

Paris, October, 23rd 1908.

For the Allan Line S.S. Co. Ltd.

For the I. M. M. Co.

For the DONALDSON LINE

For the CUNARD STEAMSHIP CO. LTD.

For the ANCHOR LINE

For the Canadian Pacific Ry. Co. (Atlantic Lines) Allan Cameron.

FOR DET FORNEDE DAMPSKIBS SELSKAP

Henry Allan.

Harold A. Sanderson.

John Aitchison.

S. J. Lister.

A. C. F. Henderson.

C. M. Cold.

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#### AGREEMENT

between the Atlantic Conference Lines and the Scandinavian-American Line

It is understood and agreed between the parties to the Agreement entered into this date, providing for the pooling of the third class traffic, carried by the Scandinavian-American Line that the same becomes null and void, should the agreement between the Atlantic Conference Lines and the Russian East Asiatic Co. by which the latter Company is made a party to the General Pool, not be confirmed by the Russian East Asiatic Co.

7028

Paris, October 23rd 1908.

For Det Fornede Dampskibs Selskap For the CUNARD STEAMSHIP CO. LTD. For the Canadian Pacific Ry. Co. (Atlantic Lines) Allan Cameron. For the I. M. M. Co. For the DONALDSON LINE For the ANCHOR LINE

C. M. Cold. S. I. Lister. Harold A. Sanderson. John Aitchison. A. C. F. Henderson.

# ATLANTIC CONFERENCE.

Supplement to Minute 87 b.

7029

Memo of the C. P. R.

With regard to the clause accepted by the British Lines protecting the Allan Line against loss of business owing to 0.65 being allowed the Scandinavian American Line on Westbound traffic. Should it develop that this additional percentage reduced the carryings of the Canadian Pacific Railway from the percentage they carried during 1906/7, a similar adjustment will be made on their behalf as made with the Allan Line for compensation.

Jena, 12th Nov. 1908.

#### ATLANTIC CONFERENCE.

104. Revival Byelaw 22. The Lines, Allan excepted, agree to revive Byelaw 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

105. Reisebureau Vaterland. At the request of the Anchor Line the disqualification of the Reisebureau "Vaterland" is to be reconsidered by the British Lines.

106. Infants rates. Agreed to fix the infant rates

7031

I. class II. class III. class

Westbound M 40.— M 30.— M 10.—plus headtax for aliens " 10.—for citizens

Eastbound " 40.- " 30.- " 10.-

except for Italian third Class business. The question of commission to be decided by the Liverpool Conference. These rates to come into operation on July 1st.

107. Cabin rates Mauretania, Lusitania, Caronia, Carmania, Oceanic, Adriatic. All Lines, except as mentioned below, agree to reduce the present agreement first class rates of Mauretania and Lusitania, and the second class rates of Caronia, Carmania, Oceanic, Adriatic by 10/— or its equivalent in each case, east-bound and westbound. In view of Allan Line's objection to both classes, and Cie. Gle. Translatantique to the second class the proposed alterations to be referred to Mr. Wilding for arbitration.

108. First class Commission in New York. The question of reducing 1st class commission in New York to 2% was deferred to further consideration.

109. Places of meetings. The next two meetings to be held in London. Places of subsequent meetings to be arranged later.

- 110. Dr. Barnardo's charity children. The proposition of the Dominion Line for charity children of Dr. Barnardo being excluded from the Pool is deferred to next meeting, the Allan Line recording their objection to the proposal.
- 111. Passengers to St. Pierre, New Foundland. It is confirmed that passengers by direct steamers to St. Pierre New Foundland do not come under the Agreements Z and AA.
- Allan Line from Agreement AA. The result of the Allan Line from Agreement AA. The result of the pending arbitration between Allan Line and White Star Line to be waited before taking action as regards the notice of withdrawal of the Allan Line from Agreement AA. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration. Mr. Ballin undertaking to prepare the case for the Conference Lines, other than the Allan Line.

  Jena, 1st April, 1909.
- Allan Line, that Minute 78 as far as it refers to prepaids of the Russian Volunteer Fleet, forwarded by the Russian East Asiatic Steam Ship Co., shall apply also to those prepaids forwarded before the date of the respective arrangement viz. October 22.
- 114. Commission of Grand Trunk Railway to North West Transport Line. Letter from Grand Trunk Railway submitted, the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business, because they had been unable to induce the Grand Trunk Railway to agree not to do so and after they had found that the Inter Colonial Grand Trunk connection at Halifax were paying commission.

7034

Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian railways (including Inter Colonial Railway) to allow no commission to the North West Transport Line.

115. Proposed Pool for second class business. The proposed general advance of westbound 2nd class rates was not agreed to, but an alternative suggestion to form a Pool for second class business was made. The matter to be brought up at the next meeting. In the meantime the Secretary to circulate statistics for consideration.

7037

116. Cunard's Fiume service westbound. The letter from the Cunard Line in regard to the Fiume westbound service, cancelling Minute No. 76 viz:

## Liverpool March 20, 1909.

"With reference to the provisional arrangement come to between the Cunard Line and the Conference Lines at Paris on the 22nd October last, vide Minute 76, for the inclusion of the Cunard Line's Westbound Finne Service in the Atlantic Conference, we beg to refer to our letter of the 28th December, 1908, intimating in reply to your enquiry that negotiations up to that time had not resulted in our obtaining the approval of the Hungarian Government, and further. that applications made by this Company for permission to vary rates in order to regulate the traffic in the manner provided by Agreement AA had been declined, thus making it impossible for our Westbound Finne Service to come under that Agreement, as from the 1st November 1008: We now beg to mention that further negotiations have since taken place, with a view to obtaining the necessary approval of the Hungarian Government, but the Government will not

give their sanction, as certain arrangements between themselves and the Continental Lines have not been settled. Under these circumstances, we have no alternative but to give formal notice that as we have been unable to obtain the approval of the Hungarian Government, as contemplated by Minute 76 above referred to, the inclusion of the Westbound Fiume Service in the Pool cannot be carried out. If, as a result of subsequent negotiations, we should be able to obtain the consent of the Hungarian Government to such an arrangement, we should be quite willing for the matter to be brought up afresh for consideration by the Atlantic Conference. Until then, the Cunard Company's Fiume Service will continue to be worked as already provided for under Appendix III of Agreement AA"

7040

was read, and the notification accepted.

117. First class intermediate season schedules. It was agreed by all the Lines interested that the 1st class intermediate schedules as per Minute 96 are to be in the hands of all Agents not later than 3rd April next, after being first circulated through the Conference Secretary.

118. Control stations. The question of the Control Stations was mentioned and the German Lines promised to pursue the matter further with the view to according facilities to passengers for the British Lines passing through the Control Stations en route to Rotterdam and Antwerp.

119. Agreement BB. Agreement BB with the Russian East Asiatic Co. was duly signed by all the A. C. Lines.

120. Negotiations Scandinavian American Line. The N. D. L. V. Lines agreed to the British Lines

taking up negotiations with the Scandinavian American Line with the view to bringing them into the General Pool, the Scandinavian American Line not having been able to carry out the agreement made in Paris in October last which required them to establish Norwegian, Swedish and Danish services with five ships. The N. D. L. V. Lines leave the British Lines full discretion with regard to percentages, sailings, etc., but do not agree to the Scandiavian American Line being permitted to carry Continental passengers.

121. Jewish Hilfsvererine. The question of disqualifying the Reisebureau Jewish Hilfsvererine was not adopted.

122. Proposed advance in II cabin rates. The British Lines agree to advance their second class rates of Continental ports by 10 sh. provided the Continental Lines agree amongst themselves to make a similar advance.—Allan Line's Havre service excepted but subject to negotiations between the Allan Line and the Cie. Gle. Transatlantique.

123. C. P. R. Employees. The question of the C. P. Ry. carrying their Railroad employees 1st and 2nd class at reduced rates without accounting for them to the Pool was referred to, and it was agreed that the C. P. Ry. be accorded this privilege. The Allan, Dominion and Donaldson Lines reserving the same right.—The numbers of passengers so carried to be exchanged between the Canadian Lines.

With the above exception all passengers paying less than Agreement 2nd cabin rate by the carrying steamer are to be pooled.

124. Exchange of Ppd Statistics of C. P. R. and Allan Line. The C. P. R. and Allan Lines agree to exchange their prepaid statistics with other Lines. Paris, 25th March 1909.

Signed: W. Mc K. Rodan, with the exception of No. 112. W. Mc. K. R.

- " A. C. F. Henderson
- " Geo. Me. L. Brown
- " William Watson
- " S. Smith Moneur
- " for Mr. Ballin, Dr. Murken
- " J. G. v. Reuchlin
- " Harold A. Sanderson
- " Heineken
- " Ed. Strasser
- " O. Cosulich for byelaws which affect Austro Americana
- " Ch. Tattet for the Cabin Agreement

# ATLANTIC CONFERENCE.

\*125. Commission on infants. In amendment of Agreement V. Art. 13 b 1 & 2 and Agreement W Art. 11 b 2 the commission westbound and eastbound on infants rates as per byelaw 106 has been fixed at 5% maximum. The commission on third class infants is one shilling or its equivalent. (Agreed May 17th 09.)

7047

7046

\*126. Passengers free from the Pool. Passengers landing or embarking at Gibraltar, the Azores or Madeira by steamers of the direct Mediterranean Lines need not be accounted for under Agreement A. A. Non-Italian and Non-Oriental passengers from or to Genoa, Naples or any other Mediterranean port must be accounted for. (cfr. Circular letters G. 608 and 615 10./.9.09.)

for \* see Minute 128.

127. Passengers to St. Pierre, New Foundland (cfr. Minute 111). The Allan Line's claim of refund of the compensation charged to them for steeragers by their steamers from and to New Foundland to be referred to Mr. Wilding as sole arbitrator. His decision to apply to the whole period of the present Agreement.

128. Byelaws and Minutes. The Secretary to lay before the next Meeting a synopsis of those minutes for the past which in his opinion ought to be considered as bye-laws forming part of the contract, and the meeting then to decide whether they agree. In future such bye-laws are to be pointed out by asterisks and confirmed at the subsequent meeting.

129. Regulation of continental rates. A proposal of the Continental Lines to be at liberty to reduce their rates, even though plus-parties, is not unanimously agreed. Continental Lines may submit for consideration at the next meeting a proposal for regulating continental rates.

\*130. Continental rates of British Lines. Agreed in principle that, under the Agreement, the rates must be gross rates, but under present exceptional circumstances it was considered unwise to change the present practice.

\*131. Donaldson Line's entering the eastbound Pool. The limit imposed upon Donaldson Line in clause 5 Appendix 3 to Agreement Z is withdrawn. They are to be allowed, with a view to entering the eastbound Pool, to fix their Eastbound steerage rates for 1910 for British and Scandinavian business in accordance with the schedule in force among the British Lines. Their Continental Eastbound rates for 1910 to be fixed from time to time by the other British Lines after having been submitted to and approved by the Continental Lines.

7049

132. Infants rates (cfr. Minute 106). With regard to infants rates no change to be made in present practice.

Jena, December 4th 1909.

133. Disqualification of agents. The question of the disqualification of agents to be considered by a small committee consisting of Messrs. Cauty, Aitchison, Lister, Rodan, Storm, van der Graaf, v. Plettenberg and Weingaertner. (For committee report see Min. 143.)

\*134. Agreement with Scandinavian American Line. (cfr. Minute 120.) Agreed by all Lines that this question be reopened and that a special committee be appointed consisting of Messrs. Aitchison, Cauty and Lister, to confer with the Allan and C. P. R. Lines, and thereafter with the Scandinavian American Line on the matter. The special committee is fully empowered to negotiate an agreement on the best terms obtainable.

135. Agreement H 2. The consideration of changes in Agreement H 2 referred to a small committee in which each Line concerned is to be represented. (For report see Min. 144.)

136. Arbitration French Lemon & Co. The question if the Holland-America Line are entitled to pay French Lemon & Co. Florence a commission of 7½% on first class business to be referred to Mr. Wilding as sole arbitrator.

\*137. Seasons for First Class business. The Lines parties to Appendix 2 Agreement V agree to advertise the first class full summer schedule eastbound for U. S. Lines as from May 1st to July 31st. The intermediate first class schedule to be advertised in accordance with minute 96, with the exception, that the

7052

second period of the eastbound intermediate season will run from 1st to 15th August. It was understood that the Compagnie Gen. Transat, would follow the same procedure.

\*138. Agreement V and Cruise business. In case of chartering any ships for cruise business the charter to contain a clause, obliging charterers or cruise agents to comply with Agreement V or any other Argeements which the Lines themselves would be bound by if doing the business direct.

7055

\*139. Compensation to Russian American Line in case of fighting steamers. (cfr. Minutes 104.) The Russian American Line are allowed for eastbound Libau passengers on fighting steamers compensation for the difference between the regular and reduced net rate, but limited to \$12.

\*140. Arbitration of rate S. S. Laurentic. Rate for Carpathia. The rate of steamship "Laurentic" while in the New York trade is left to Mr. Wilding for arbitration.

The Cunard Line accept a minimum rate of £16. for Carpathia in the Liverpool New York service.

7056

\*141. Sending A. C. Statistics and circulars to Transat. All Lines agree to Atlantic Conference Lines statistics and circulars being sent to Cie. Gle. Transatlantique on condition that the statistics between the N. D. L. V. and Transat are sent in future to the British Lines.

142. Proposed general advance of second class rates (cfr. Minute 115). All Lines agreed to make a general advance of 10/— in Second Cabin minimum rates, the lowest rated steamers from Havre of the Allan and Compagnie Générale Transatlantique excepted. This Agreement on the part of the Canadian

7057

Pacific Railway (S. S. Lines) was conditional on a 5/— advance being made in Third Class Rates, except for their open Steerage. As this condition could not be accepted, the C. P. R. were asked to reconsider the matter in the hope that they might be willing to make the proposed advance in Second Cabin business, either with no change in Third Class Rates or with a uniform advance of 5/— on all Third Class Rates. Further consideration of the whole matter was referred to the British Conference who will communicate with the Continental Lines.

London, November 25th 1909.

7058

ALLAN LINE	(Signed)	Hugh A. Allan
Anchor Line	0.6	A. C. F. Henderson
CANADIAN PACIFIC (ATLANTIC S.S. LINES)	4.6	Geo. Mc. L. Brown
CUNARD LINE	6.6	A. A. Booth
Donaldson Line	6.6	Chas. Donaldson
HAMBURG-AMERIKA LINIE	6.6	Ad. Storm
HOLLAND-AMERIKA LINIE	4 0	Reuchlin
I. M. M. Co.	6.6	J. Bruce Ismay
NORDDEUTSCHER LLOYD	4.6	Heineken
RED STAR LINE	6.6	Geo. Weingärtner
TRANSAT (only for cabin agreements)	4-6	Dal Piaz
Austro (as far as interested)	6.6	Cosulich.

7059

# REPORTS OF SUB COMMITTEES:

143. Disqualification of Agents. The subcommittee appointed by the General Meeting (Min. 133) to-day recommends the following:

Considering the unanimous wish of the British Lines to have removed the disqualification of Onishcavich the Continental Lines agree to it on the condition that he does not send his passengers through the Universal Reisebureau Vienna.

Continental Lines will reconsider if it would be practicable and in the interest of business to reinstate disqualified agents who in the mean time may have turned over business to competing outside Lines.

London, November 25th 1909.

(Signed) PLETTENBERG

- G. WEINGARTNER
- " P. VAN DER GRAAF
- " S. J. LISTER
- " T. C. SWAIN
  - JOHN AITCHISON
- W. Mc. K. RODAN
- " AD. STORM.

7061

144. H. 2 Agreement. (Min. 135.) This Agreement was discussed. Noted that it is the intention that passengers booking 1st or 2nd class from America outward by one Line & return by another, before making the outward voyage are to have the benefit of this Agreement as regards their return ticket. The New York representatives to discuss this question with the view to arranging the simplest method of covering the point.

London, November 25th 1909.

(Signed) AD. STORM.

7062

### ATLANTIC CONFERENCE.

145. Proposed advance of second class rates. The motion of the North German Lloyd to advance second class rates all round by £1 is not carried.

\*146. Special rates. The rates which several of the British Lines now quote at Basle are considered by the N. D. L. V. Lines to be special rates, but under present circumstances the Lines do not object.

\*147. Donaldson Line's westbound percentage. The percentage of the Donaldson Line under Agreement Z is increased from 0.20 to 0.30 per cent as from January 1st 1910.

\*148. Regulation of Continental Lines' rates (see Minute 129). The following proposal of the N. D. Lloyd is agreed to up to September 30th 1910: In case the Continental Lines find it convenient, at the beginning of the year, to adopt for their regular New York steamers the maximum rate of £8, they shall be allowed to reduce their rates for adjustment among themselves by not more than £1 irrespective of their position in the A. C. Agreement.

7064

149. Canadian Northern Ry. The British Lines undertake to approach the Canadian Northern Ry. Co. with regard to the Royal Line and to communicate the result as soon as possible to the Continental Lines, so that these may have an opportunity to approach Mr. Mackenzie with regard to the Uranium S. S. Co. before he leaves Europe. With regard to the Thomson Line further development shall be waited for.

\*150. Agreements with Scandinavian American Line (see Minute 134). The Agreements with the Scandinavian American Line as per annex are approved.

7065

151. Disqualifications. The disqualification of G. Schyns is valid.

•152. Arbitration S. S. Franconia. The rates suggested by the Cunard Line for S. S. "Franconia" £ 17. 10.— first class, £ 10.—.— second class were not agreed to. Referred to Mr. Wilding for arbitration.

153. Synopsis of Minutes. The Allan Line withdraw their proposal contained in G. No. 825.

\*154 General advance of second class rates. The advance of 10/— in all second class rates except by the lowest rated steamers from Havre of the Allan Line and C. G. T. was confirmed (see Minute 142). Paris, May 5th 1910.

ALLAN LINE	(Signed)	Hugh A. Allan
ANCHOR LINE	**	A. C. F. Henderson
CANADIAN PACIFIC Ry. Co.	66	H. S. Carmichael
CUNARD LINE	**	A. D. Mearns
Donaldson Line		Chas. Donaldson
HAMBURG-AMERIKA LINIE	**	Ad. Storm
HOLLAND-AMERIKA LINIE	**	Reuchlin
I. M. M. Co.		I. Bruce Ismay
NORDDEUTSCHER LLOYD	**	Heineken
RED STAP LINE		Ed. Strasser

REPORT OF THE SPECIAL COMMITTEE APPOINTED TO CONSIDER THE RESOLUTIONS OF PAST CONFERENCES UNDER MINUTE 128 OF TODAY'S MEETING.

155. Decided that the following resolutions be reprinted for reference as byelaws to the respective agreements viz:

Agreement A. A.—Resolutions Nos. 1 to 21 as already provided for under Appendix II also Nos. 28, 29, 40, 53, 63, 91 paragraph c. 97, 103, 106 so far as it relates to 3rd class 123, 126, 130 and 131.

Agreement V.—Resolutions 66, 95, 96, 106 so far as it relates to 1st class, 125, 137 and 138.

Agreement W.—Resolutions 30, 66, 95, 106 so far as it relates to 2nd class, and 125. The Committee recommend that a further resolution to be considered a byelaw to this agreement be passed today confirming the advance of 10/— in all second class rates, except by the lowest rated steamers from Havre of Allan Line and C. G. T.

7068

All other resolutions not enumerated herein remain as minutes being records of proceedings of previous meetings.

(Signed) S. J. LISTER (Chairman)

- A. B. CAUTY
  - DR. MURKEN
- GEO WEINGARTNER
  - SEYDE
- W. Mc. K. RODAN

Paris, May 5th 1910.

Jena, May 13th 1910.

7070

Annex to Byelaw 150.

AGREEMENT FOR EASTBOUND STEERAGE BUSINESS.

Between

(1) the Atlantic Conference Lines, namely:

The Allan Line S. S. Co. Limited, Glasgow, Liverpool and London (for all its Services).

The Anchor Line (Henderson Brothers) Limited, Liverpool,

Canadian Pacific Railway Co. (Atlantic Steamship Lines).

The Cunard S. S. Co. Limited, Liverpool, for its Liverpool Services, and for all Non Italian & Non Oriental passengers by its Trieste-Fiume Service,

I. M. M. Co.—American Line.

- -Dominion Line.
  - -White Star Line,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,

Norddeutscher Lloyd, Bremen,

Société Anonyme Belge Américaine (Red Star Line). Antwerp (The Mediterranean Services of

the Lines are excepted, except as specially provided for)

and the

(2) Det Forenede Dampskibs-Selskab Limited, of Copenhagen,

called the

Scandinavian-American Line.

- It is agreed to include the Scandinavian-American Line in the Atlantic Conference for their East-bound steerage passenger traffic from the United States of America and Canada to Europe under Agreement AA (with all subsequent bye-laws and resolutions so far as they are applicable to Eastbound business), to which they become party, with a percentage allotment of 3.94 of the total Eastbound steerage carryings of the Atlantic Conference Lines, as mentioned above, and themselves.
  - 2. It is agreed that this arrangement dates from 1st March 1910.
  - 3. In the event of any new competition whatever arising to any Scandinavian or Finnish port, from the United States or Canada, arrangements to be considered for combined action for meeting same. Failing a satisfactory arrangement to this end, either party has the right to cancel this agreement forthwith.

On behalf of the

7074

Signed John Aitchison

" A. B. Cauty

" S. J. Lister

DET FORENEDE DAMPSKIBS-SELSKAB AKTIESELSKAB Signed C. M. Cold.

London, March 3rd 1910.

Jena, May 13th, 1910.

#### AGREEMENT

on

Scandinavian and Finnish Westbound Third-Class Business.

It has this day been agreed by the following Steamship Lines, viz:

Allan Line, Anchor Line, Cunard Line, Donalson Line, American Line, Canadian Pacific Railway Co., Dominion Line, White Star Line, Scandinavian-American Line, of the First part, and the

Canadian Northern Steamships Limited. hereinafter referred to as the Royal Line, of the Second part, as under:

- 1. The Royal Line become associated with the Canadian Lines, as parties to the existing Agreement for Scandinavian and Finnish Third Class business, dated April 7th, 1910, copy of which is attached hereto, and agree to all the clauses and conditions thereof. They also agree to the rules and regulations for the control of the Scandinavian and Finnish business forming part of that Agreement.
- 2. The steamers at present running in the service of the Royal Line, s. s. "Royal Edward" and "Royal George," to be rated on the same basis as the steamers "Empress of Britain" and "Empress of Ireland," viz:

#### Westbound.

Scandinavian.

Finnish.

Cash Kr. 135 Prepaid \$36. Cash F. M. 204 Prepaid \$39.

The above rates are exclusive of U. S. Head Tax. which must be collected in addition, viz; \$4 (Krs. 15 or F. M. 21) per Adult, Child or Infant.

7076

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# Petitioner's Exhibit 713

#### \* Eastbound.

Scandinavian \$33.75.

Finnish \$36.75.

- \*(Note: The Eastbound rates are shewn herein for the purpose of recording their normal level, and they are subject to alteration for adjustment purposes under the Agreement on Eastbound Third-class Business.)
- 3. The privilege accorded to the Canadian Lines in regard to free railway tickets between Quebec and Montreal, referred to in Clause 4 of the Scandinavian and Finnish Agreement, to be accorded also to the Royal Line only when their steamers do not proceed beyond Quebec.
- 4. Railway rates from ports of debarkation to interior points are to be the fares quoted in the published passenger tariffs of the United States or Canadian Railway Companies, and both parties to pay to booking agents the agreed on commissions. On Eastbound railway rates in the United States and Canada, both parties to be on the same basis as to rates and commissions to agents. All alterations in railway rates or commissions are to be tabled before being put into operation; the Secretary of the Conference to circulate notices of such alterations amongst the members.
- This Agreement is to run concurrently with the Agreement on Scandinavian and Finnish Business referred to.
- 6. This Agreement is subject to ratification by the Scandinavian-American Line, Copenhagen.

Signed by

ALLAN LINE.

F. S. Thompson.

7081

THE ANCHOR LINE,

(Henderson Brothers) Limited,

John Aitchison.

CANADIAN PACIFIC RAILWAY,

(Atlantic Steamship Lines),

H. S. Carmichael.

THE CUNARD STEAMSHIP CO., LIMITED,

S. J. Lister.

DONALDSON LINE.

Chas. Donaldson.

INTERNATIONAL MERCANTILE MARINE Co.,

American Line

Dominion Line,

White Star Line.

Harold A. Sanderson.

DET FORENEDE DAMPSKIBS-SELSKAB.

AKTIESELSKAB.

(Scandinavian-American Line).

C. M. T. Cold.

ROYAL LINE,

Scott Griffin.

Liverpool, August 15th, 1910.

7083

# Petitioner's Exhibit 714.

# SCANDINAVIAN AGREEMENT,

#### AGREEMENT.

Between the Trans-Atlantic Steamship Companies, named, viz: (1) The following North Atlantic Passenger Conference Lines:

International Mercantile Marine Co.,

American Line.

Dominion Line.

White Star Line.

Anchor Line (Henderson Brothers), Limited, Liverpool

The Cunard Steamship Co., Limited, Liverpool. hereinafter called the Conference Lines of the first part, and the (2)

Det Forenede Dampskibs-Selskab Limited, of Copenhagen.

hereinafter called the Scandinavian-American Line, of the second part.

The following Agreement has been concluded:

- 1. The Conference Lines guarantee to the Scandinavian-American Line, the percental participation, as defined and provided for in article 2 of this Agreement, of the entire Scandinavian and Finnish third class (steerage) traffic, as defined in said article 2, forwarded by the parties to this Agreement from all European ports to and via the United States of America and Canada, in vessels owned, leased, chartered, or controlled by them without regard to the flag.
- 2. The Scandinavian-American Line to receive 25.74% as their share of the total Scandinavian and Finnish Westbound third class (steerage) business carried by the parties to this contract.

Scandinavian passengers under this contract are understood to be those of Danish, Icelandic, Swedish and Norwegian nationality.

7086

The compensation price fixed by Article 7, as also the statistics relating to the transportation of steeragers is in all cases based upon the number of persons, or souls, so that children and infants always count as full passengers in the sense of this present contract.

- 3. (a) All Scandinavian and Finnish third class (steerage) passengers whether booked at regular or reduced rates have to be pooled under this Agreement except those exempted under article 13.
- (b) All passengers forwarded in any intermediate class between third class (steerage) and cabin as defined in article 6 (d), are to be considered as third class (steerage) passengers in the sense and meaning of this contract.

7088

- (c) Intermediate or even cabin passengers are third class (steerage) in the meaning of this Contract unless they pay at least the lowest cabin fare as defined in article 6 (d).
- 4. The Scandinavian-American Line to confine themselves to their present Scandinavian ports, Copenhagen, Christiania and Christiansand.
- 5. The Scandinavian-American Line agree to confine themselves to the carriage of Scandinavian and / or Finnish steerage passengers only. It is not permissible for the Scandinavian-American Line to book Russian passengers via Finland.

- 6. (a) The passage rates, fixed by the schedule attached hereto, with any amendments agreed upon from time to time, are to be charged.
- (b) No Line has the right to alter its third class (steerage) or second cabin rates without having previously informed the Secretary, who shall notify the other Lines.

- (c) The third class (steerage) cash rates and the American prepaid rates shall be established on the equivalence of Kr. 3.75 = \$1. The rates for Finnish business to be regulated on the basis of Kr. 10.80 and \$3 above the rates quoted off the various Scandinavian ports.
- (d) Unless there is a second class rate agreement the lowest Westbound second cabin rate of any Line must be at least £2, higher than the highest third class rate of the respective steamer.
- 7. (a) If the number of third class (steerage) passengers carried by the Scandinavian-American Line in any calendar year exceeds its allotted share of the traffic, as per article 2, it has to pay to the Conference Lines a compensation of £4, for each passenger (soul) carried in excess of its share.
  - (b) On the other hand, if the Scandinavian-American Line is short of its share of the traffic, as per article 2, the Conference Lines have to pay to the Scandinavian-American Line a compensation of £4, for each passenger (soul) it is short of its share.
  - (c) The compensation rate may be changed by mutual consent.
- 7092
- 8. In the event of a breakdown of a steamer or any unforseen occurrence necessitating the transfer of third class (steerage) passengers to another Line, the Line carrying the passengers has to pool them, except that if the Line to which the passengers are transferred is not a party to this agreement, as far as those passengers are concerned, then the Line for which the passengers were originally booked is required to account for them to the pool.
- 9. (a) Both parties undertake to arrange their services in such a manner that the number of third class

(steerage) passengers actually carried corresponds as nearly as possible with the percentage allotted to it under article 2, the payment of compensation not being the intent and object of this contract, but merely the means of deterring either party from overcarrying its percentage allotment.

(b) In case the results thus obtained show that the traffic is not divided as provided for in article 2, measures must be adopted calculated to bring about a correct adjustment. The intention being that the plus party shall whenever practicable advance rates rather than the minus party should reduce rates.

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- (c) It is, however, understood that in adopting measures to effect an adjustment, no action will be taken that is in opposition to or at variance with the terms of this agreement, or of Agreement A. A.
- 10. (a) The commission to agents in Scandinavia or Finland for third class (steerage) business to be not more than 12 kroners or 17 Finnish marks per adult, and for second cabin business a maximum of 6% with liberty, however, to grant a minimum of 13.50 kroners or 19.50 Finnish marks. For second class Continental business other than Scandinavian or Finnish, the commission to be 15 marks on a single trip per adult.

- (b) The commission to agents in America to be as fixed by the New York Conference.
- (c) The agents of the parties hereto shall not book nor interest themselves in the booking of passengers from Europe to the U. S. and Canada or vice versa, for Lines not parties to this contract or not connected by agreements with the Atlantic Conference or the N. D. L. V. Lines.

- 11. (a) The Secretary will make up monthly provisional accounts, showing the compensation payments due between the parties, and will also notify the party which has to pay. These payments to be made within a fortnight after receipt of such notification.
- (b) Final settlements will be made for each calendar year on the basis of a compensation account, prepared by the Secretary to comprise the entire year. Objections against these final accounts to be made within four weeks after receipt of same from the Secretary by the Lines, failing which the accounts shall stand.
- As this agreement commences on 1st March, 1910, the first settlement shall comprise the period from 1st March, 1910, to the 28th February, 1911.
  - (c) Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.
  - 12. (a) For the purpose of compilation of the compensation accounts, all the Lines have to furnish to the Secretary, every 7th, 15th, 23rd and last day of a month, their statistics of the steeragers (souls) and also second cabin passengers, carried by them in the week ending with these respective dates, and the name and destination of the steamers.
- 7098
- (b) A fine of £5 shall be imposed upon any Line delaying the delivery of the statistics for more than three days.
- (c) The Secretary has to furnish to the Parties weekly the statistics of the pool passengers carried, and monthly a statement showing the position of the parties versus each other, not later than the 15th of each month for the preceding month.
- 13. (a) Passengers deported by Government authorities shall be deducted from the number of third-class (steerage) to be accounted for to the pool.

- (b) Passengers who are transported free or against payment of the cost of subsistence upon request of the Government, shall be treated in like manner.
- 14. For the faithful performance of the conditions of this Agreement, the parties have to deposit with the Secretary, an accepted bill or promissory note in the amount of £3,000 each. This bill is only payable if it is accompanied by an arbitration award, as provided for in article 19 of this Agreement.
- 15. The securities given shall be considered the amount of liquidated damages and thus entirely forfeited if either party unduly withdraws from this present contract before its expiration, or, if either party resorts to actions which render the continuance of this present contract impossible, and which are therefore to be considered equivalent to a withdrawal from this present contract, as *c. g.* refusal to pay compensation or failure to replenish the security mentioned in article 14 within 14 days, or assisting directly or indirectly a new opposition Line, or starting or assisting a Line whereby the business as defined in article 1 would be seriously interfered with.

16. (a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbritrator, but in no case shall such a penalty exceed the amount of the security given by the party at fault.

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- (b) The amount of penalty to be in each case not less than £50 for each contravention or infraction, except as provided for in article 12 (b).
- (c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £500.

- (d) Unless the penalty be paid to the Secretary within eight days after the Line concerned has received the award, the security will be realized and the amount of the penalty forfeited.
- 17. The execution and control of the fulfillment of the stipulations of this contract is confined to the Secretary. He must have access to the passenger offices of the Lines, and can there examine all books, correspondence, etc., so far as he may deem it practicable to satisfy himself that the terms of this contract have been complied with. He has to act as mediator in general in the transactions between the parties so far as such transactions appertain to matters relative to this contract, and it is his duty to use every exertion to settle difficulties amicably.

18. The Scandinavian-American Line has to contribute to the office expenses of the Secretary, in the proportion of its Westbound percentage, so far as the expenses are applicable to the carrying out of this contract.

- 19. All disputes or claims under this contract between the two parties shall be settled by arbitration as provided for in Art. 24 of Agreement A. A., except that the arbitration shall take place alternately in England and Denmark, and according to English or Danish law. The first arbitration to take place in England. Differences which may arise after the expiration of this contract, before the accounts are finally closed shall still be subject to arbitration, and securities given will not be returned until the final accounts are settled.
- 20. (a) The parties agree that in all cases in which resolutions have to be taken with regard to existing differences of opinion as to the terms and conditions of the present contract, as also in the case of all de-

7103

cisions by the arbitrator, not only the tenor but also more especially the spirit of this agreement are to be taken into consideration.

- (b) All alterations and additions made in respect of this contract to be valid and binding upon the Parties to this contract only when each Line has given its written consent to such alterations and additions.
- 21. If either party transfer its business in part or in whole to a successor, or if an amalgamation with another Line takes place, such party is bound, subject to the consent of the other party, to make it binding upon its successors to enter into this contract and to become a party to it with all the rights and obligations arising out of it, and its deposit devolves upon such successor.

7106

- 22. In the event of any new competition whatever arising from or to any Scandinavian or Finnish port, to or from United States or Canada, arrangements to be considered for combined action for meeting same.
- 23 (a) No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any other Line in this Agreement unfavorable to the latter Line, and no party hereto shall support any newspaper which may systematically attack any other Line party hereto.

7107

(b) The Lines shall be responsible for their agents and employees or other representatives in this sense, that any Line is bound to dismiss an agent, etc., who in respect to another Line has disregarded the stipulations of Article 23 (a). All the other Lines are also bound to break off all and every direct or indirect business connection with such agent.

- (c) The Lines undertake to send to the Secretary copies of any printed matter and circulars sent to agents in relation to third class steerage and second cabin business.
- (d) This article (23) applies in its entirety to circulars or publications issued both in America, and Europe.
- 24. This Agreement commences to operate 1st March, 1910, and is concluded for the period from 1st March, 1910, to February 28th, 1911, and shall after this latter date continue from year to year, unless due notice be given by either party to the Secretary, not later than 1st December, of the intention of terminating same at the end of the next February, namely, in the first instance, 1st December, 1910.
- 25. This Agreement is to be supplemented by a subsidiary agreement made between the Conference Lines and the Scandinavian-American Line for the effective control of Scandinavian and Finnish business and agencies, but nothing in said subsidiary agreement must be at variance with the provisions of this contract.
- 26 (a) The execution and control of the fulfillment 7110 of the stipulations of the present contract are confided firstly to the Secretary, secondly to the Arbitrator (see clause 19).
  - (b) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. Mr. E. S. Smyth at Liverpool is hereby appointed as Secretary, subject to the pleasure of the Lines.
  - 27. If either party is compelled by vis major to discontinue its entire service or even only its entire steerage service for longer than 4 weeks after its last

sailing (the day of this sailing included) this contract is suspended from the date of such last sailing, but becomes again operative immediately upon the resumption of the suspended service or even only of the steerage service. This clause does not apply to the usual interval in the Scandinavian-American Line sailings in December and January.

For the Conference Lines: Signed:

THE ANCHOR LINE (Henderson Brothers), Limited.

John Aitchison.

THE CUNARD STEAMSHIP Co., Limited, S. I. Lister.

International Mercantile Marine Co..

American Line, Dominion Line,

White Star Line,

A. B. Cauty.

DET FORENEDE DAMPSKIBS-SELSKAB, AKTIESELSKAB.

C. M. T. Cold.

London, 3rd March, 1910.

7113

#### Petitioner's Exhibit 715.

#### AGREEMENT.

on

## SCANDINAVIAN AND FINNISH THIRD CLASS PASSENGER BUSINESS.

(Including Iceland.)

#### AGREEMENT.

- Anchor Line; Cunard Line; Dominion Line; White Star Line, and Scandinavian-American Line of the first part, and the Allan Line; Canadian Pacific Railway (Atlantic Steamship Lines), and Donaldson Line of the second part, to enter into an arrangement for the due observance of the rates and conditions relating to Third Class Scandinavian and Finnish business as set forth in this Contract.
- That Westbound Cash and Prepaid and Eastbound Rates for Scandinavian and Finnish Business, Denmark, Norway, Sweden, Finland—from and to the ports of Gothenburg, Helsingborg, Malmo, Aalborg, Copenhagen, Esbjerg, Fredrikshavn, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Drontheim, Laurvik, Molde, Abo, Hango, Helsingfors, Stavanger, be—

	Westbound				Eastb		
		Scandinavian Gross		nnish ross			
Lines and Steamers	Rates		Rates				
				D '1	Scan-	Finnish	
	Cash	Prepaid	Cash	- 10	dinavian \$	r mmsn \$	
	Kr.	\$	F.M.	\$	φ	Ψ	
lan Line, Liverpool—		26.00	201	39.00	33.75	36.75	
S.S. Victorian, Virginian	135	36.00	204	39.00	33.73	3-73	
S. S. Corsican, Tunisian, Ionian, Parisian, Gram-	1.20	24.50	197	37.50	32.25	35.25	
pian, Hesperian		34.50	197	37.50	31.25	34.25	
Other Steamers	130	34.50	197	37.30	33	31-3	7118
lan Line, Glasgow—							
Canadian Service, United States Service—S.S	130	34.50	197	37.50	32.25	35.25	
Grampian and Hesperian	1,50	34.30	- 71	01.0	0 0	00 0	
United States Service, other Steamers and Lon-	130	34.50	197	37.50	31.25	34.25	
don Servicemericai ine, Southampton—	- 30	OT D		0, 0			
S.S. Si 'aul, St. Louis, New York, Philadel-							
	140	37.25	211	40.25	35.00	38.00	
phia merican Line, Liverpool—	•	0, 0					
S.S Friesland, Haverford, Merion	130	34.50	197	37.50	32.25	35.25	
nchor Line—							
S.S. Caledonia, Columbia, California, Asteria.							
Furnessia	130	34.50	197	37.50	32.25	35.25	7110
anadian Pacific Railway Co.—							7119
(Atlantic S. S. Lines.)							
S.S. Empress of Britain, Empress of Ireland	135	36.00	204	39.00	33.75	36.75	
S.S. Lake Manitoba, Lake Erie, Lake Champlain	130	34.50	197	37.50	32.25	35.25	
London Steamers					31.25	34.25	
unard Line—							
S.S. Lusitania, Mauretania	155	41.25	232	44.25		41.75	
S.S. Campania, Caronia, Carmania	147	39.00	221	42.00		39.75	
S.S. Ivernia, Saxonia	. 140	37.25	211	40.25	35.00	38.00	
S.S. Carpathia—							
When not carrying cattle	135	36.00	204	39.00		36.75	
When carrying cattle	130	34.50	197	37.50	32.25	35.25	

	Donaldson Line						
	S.S. Cassandra, Athenia, Saturnia	130	34.50	197	37.50	31.25	34.2
	Scandinavian-American Line-						
	S.S. Oscar II, Hellig Olav, United States	147	39.00	221	42.00	35.25	38.2
	S.S. C. F. Tietgen	140	37.25	211	40.25	35.25	38.2
	White Star-Dominion Canadian Service—						
	S.S. Laurentic, Megantic	135	36.00	204	39.00	33-75	36.7
	S.S. Canada, Dominion, Ottawa, Southwark	130	34.50	197	37.50	32.25	35.2
	White Star Line, Southampton—						
	S.S. Oceanic, Adriatic	147	39.00	221	42.00	36.75	39-7
	S.S. Majestic, Teutonic	140	37.25	211	40.25	35.00	38.0
7121	White Star Line, Liverpool—						
1121	S.S. Baltic, Cedric, Celtic	147	39.00	221	42.00	36.75	39-7
	S.S. Arabic, *Laurentic, *Megantic	140	37.25	211	40.25	35.00	38.0
	S.S. Zeeland	140	37.25	211	40.25	35.00	38.0
	S.S. Cymric—						
	When not carrying cattle	135	36.00	204	39.00	33.75	36.7
	When carrying cattle	130	34.50	197	37.50	32.25	35.2
	*While engaged in New York or Boston Service.						

The above rates apply only to U. S. Citizens, Canadian passengers and passengers in transit.

For all Alien passengers destined to the United States (whether sailing via a U. S. or Canadian Port) an additional charge of 15 Kreners or 21 Finnish Marks more than these scheduled rates must be made for each adult, each child or each infant.

For Scandinavian Business.—United States Citizens, Canadians, and passengers in transit, Children I year and under 12 years, half-fare; Infants under I year, Cash 10 Krs. gross (10/-each nett); Infants Prepaid \$2.50; for Aliens to the United States, the amount of U. S. Head Tax (Krs. 15) must be charged additional for each Child and Infant. Eastbound Infants, \$2.50.

For Finnish Business.—United States Citizens, Canadians, and passengers in transit, Children 1 year and under 12 years, half-fare; Infants under 1 year, Cash 14 F. M. gross (10/- each nett); Infants Prepaid, 2.50; for Aliens to the United States, the amount of U. S. Head Tax (F. M. 21) must be charged additional for each Child and Infant. Eastbound Infants, \$2.50.

(a) Stockholm Westbound Prepaid and Eastbound Rates \$3.00 higher than the scheduled Scandinavian Rates. Cash Rates from Stockholm to be on the basis of the scheduled rates from the Scandinavian Agreement Ports plus Kr. 10.80.

7124

(b) That the cash rate for Icelandic passengers be 140 kroners per adult for all steamers, from Iceland to landing port in America. Children of 1 year and under 12 years, half-fare; Infants, Krs. 10 gross (10/- nett) on United States citizens, Canadian passengers and passengers in transit. On U. S. Aliens, U. S. Head Tax (Krs. 15) must be charged additional for each Adult, Child and Infant. Commission to Head Agents 9 kroners per Adult, Kr. 4.50 per child. No prepaids to be issued.

- (c) When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named Steamer or Steamers to which such lower rate applies, and the Companies undertake they will not carry holders of lower rated tickets by higher rated Steamers, unless they have paid differences in rate.
- (d) All the foregoing rates apply only to steamers at present employed in the services of the Lines. New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

- 2. For Scandinavian Westbound Cash business the commission to Head Agents shall be 12 Krs. per adult, and 6 Krs. per child.
- (a) For Finnish Westbound Cash business the commission to Head agents shall be 17 Finnish Marks per adult, and 8.50 Finnish Marks per child.
- (b) The commission payable to agents in the United States or Canada on Westbound prepaid business shall be \$2 per adult, and \$1 for children between the age of 1 year and 12 years, and 25 cents for infants under 12 months, except that the commission to General Agents is to be settled by the New York Conference.
- (c) Commission to agents Eastbound to be arranged by New York Conference.
- (d) That an uniform commission of Kr. 1 per adult be allowed agents for exchanging Third Class Westbound prepaid certificates, this sum to cover all incidental expenses incurred in regard to such passengers.
- 3. That beyond said commission and the commission for sale of Inland tickets agreed to by the Lines, no allowance of any kind based upon results, present, prospective, or retrospective be made. Each Company shall, however, be at liberty to allow its Head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agent's bookings, as it may think desirable. The limit of such allowances being fixed by clause 13 hereof.
- 4. That free railway tickets be granted only between United States ports of New York, Boston, or Philadelphia, except that the Canadian Lines retain the rights accorded them under Agreements V (appendix 1 and 3) and W (appendix 1 and 2).

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- 5. The British Lines parties hereto agree to discontinue free forwarding of passengers from Drontheim to any other Scandinavian ports for shipment.
- The Lines agree not to book (nor allow to be booked by their Head Agents) passengers for other than their own sailings,
- 7. No free or reduced passages shall be given in any class to agents, press representatives, shippers or brokers, or to anyone with the object of obtaining other passengers or business of any kind, or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passes or reductions to Government officials, scheduled general agents, or to individuals on purely personal grounds, no free passages or reductions whatever shall be given.

8. The Secretary of the Passenger Conference at 18 James Street, Liverpool, shall act as Secretary in England under this Agreement for all Lines parties hereto, who will furnish him in each week with a full and exact return of all 2nd and 3rd Class Scandinavian and Finnish and Icelandic passengers carried during the previous week, which information is to be circulated among the parties.

<sup>4</sup> 9. That the rules and regulations agreed upon by the parties to this Agreement, and also those annexed for agents, be considered portion of this Agreement, and be adopted and enforced.

10. In case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Lines, with their interpreters, and the Secretary under this Agreement or his nominee,

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- 11. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall, at the option of the complaining party, take place at Copenhagen or in England.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such Line, or to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary who has to inform all the subscribing parties.
- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within four-teen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party fail-

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ing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (c) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the cost of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damage for breach of this Agreement by any party hereto shall not be less than £10, nor more than £100 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 7 sub-clause (d) of the Rules for Agents.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall 7136

be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to reopen and consider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.
- (i) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbi-7140 tration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.
  - (1) Disposal of Fines.—All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.
  - (m) This Agreement may be made a rule of his Majesty's Court of King's Bench, or his Majesty's

Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.

- 12. This Agreement to run concurrently with the London Agreement of March 3rd, 1910, except that any Line has the right to withdraw at any time on giving one month's notice. The withdrawal of any Line releases the other parties hereto.
- 13. That the British Lines each be allowed to pay up to a maximum sum of £1200 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £250 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line, Liverpool, London and Glasgow, to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool, to be counted as one Line, and White Star Line, Liverpool and Southampton, likewise to be counted as one Line.
- 14. The lowest rate for Second Class Passengers by the Lines parties hereto shall not be less than £2, or the equivalent thereof, more than their highest rate for Steerage Passengers by the same Steamer.

15. No alterations in Third Class Rates may be made by any of the Lines parties hereto without first informing the Secretary, who shall promptly notify the other Lines.

It is also agreed that the adjustment of the Westbound rates as between the Lines of the first part in connection with their agreement arrangements, is to be effected not by reducing, but by increasing the rates of one or several of such Lines. 7142

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	Signed by						
	Allan Line						
	THE ANCHOR LINE (Henderson Brothers) Limited John Aitchison.						
	CANADIAN PACIFIC RAILWAY (Atlantic Steamship Lines) G. McL. Brown.						
	THE CUNARD STEAMSHIP CO., LIMITED. S. J. LISTER.						
	Donaldson Line Chas. Donaldson.						
	INTERNATIONAL MERCANTILE MARINE Co.						
7145	American Line						
	DOMINION LINE A. B. CAUTY.						
	WHITE STAR LINE						
	DET FORENEDE DAMPSKIBS-SELSKAB, AKTIESELSKAB						
	LIVERPOOL, April 7th, 1910.						

# SCANDINAVIAN and FINNISH AGREEMENT

RULES AND REGULATIONS FOR AGENTS.

#### Agreement

Relating to Scandinavian (Norway, Sweden and Denmark) and Finland Third-class Passenger Business, to be in Force on and from the 7th April, 1910.

(1) Each Company being party to this arrangement shall obtain from each of its Head Agents his signature, duly witnessed, to two copies of these rules,

one of which shall be deposited with the Secretary of the North Atlantic Passenger Conference, 18, James Street, Liverpool, who shall act as Secretary under this Agreement, for all Lines parties hereto. Head Agents may be those at the ports following, viz.—Aalesund, Bergen, Christiania, Christiansand, Drontheim, Starvanger, Copenhagen, Gothenberg, Helsingborg, Malmo, Stockholm, and Hango or Helsingfors, Finland.

- (2) All Agents in Scandinavia and Finland shall be liable to dismissal or fine by the Company employing them, or by the unanimous decision of all the Companies parties to this agreement, without having any claim for damages or indemnity in consequence thereof.
- (3) An Association of Head Agents shall be maintained at each Head Agency Port, with a duly appointed Local Secretary to administer these rules. The Local Secretary shall be one of the members of the Association, to be appointed in the alphabetical order of their names, and each Secretary shall act for a period not exceeding three months. It shall be obligatory upon Agents to attend Meetings personally, unless prevented by unforeseen circumstances, when they have liberty to appoint a deputy—say the person managing his business at the time, or other competent member of his office staff—to attend. Wilful or continued absence from meetings without reasonable cause on the part of Agents, will be considered a breach of regulations.
- (4) Each Association shall formulate local rules, not at variance with the tenor hereof, for governing all matters relating to their business, which rules shall include instructions in regard to booking Aliens, Citizens, and transit passengers, and discriminating be-

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tween Aliens and the latter passengers. A copy of such local rules to be forwarded to the Secretary, 18, James Street, Liverpool, for approval by the agreement Lines, also, notification of any alterations or additions thereto. Such rules and any alterations thereof must be unanimously adopted, and shall be binding on all Agents, unless anyone of the Companies parties hereto refuse to confirm the same. Agents acting for more than one Line shall have one vote only. If unanimity cannot be obtained, a majority of the members may appeal through the Secretary under this agreement to the several Companies parties hereto, and upon his advising the Association that the objection of the minority has been overruled by the Companies, the proposal in question shall stand good.

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(5) Meetings shall be called by the Secretary of the Local Association for the date which may be fixed for ordinary meetings, or at any time on the request of any one member.

On the notice convening the Meeting, must be stated the business to be discussed at such Meeting, and any question not entered on such notice paper cannot be considered, unless with the consent of all members of the Association.

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All correspondence in connection with the Association must be promptly circulated for the general information of the Members.

(6) At the Meetings of the Association the members shall take the chair in the alphabetical order of their names. The Passenger Manager of any of the Companies parties hereto, and the Liverpool Secretary under this Agreement, shall be at liberty to attend any of the meetings, but shall have no vote. Should any difference, dispute, or complaint take place, in connection with which the Chairman or Local Secre-

tary, for the time being is the complainant or defendant, the Members next in turn to take office as Chairman or Local Secretary must act as such when the matter is under discussion, or in carrying on the investigations connected therewith.

(7) (a) All differences, disputes, and complaints must, as far as possible, be investigated at the Scandinavian or Finnish Port—the Agents of the complaining and defending Lines to be present at the examination of passengers and investigation of complaints, it being the duty of the Local Secretary to instruct them to be present before examining passengers in such cases of complaint.

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(b) In case of complaint the Agent and/or the Line complained against shall give every facility for the examination of passengers. It shall be considered a serious offense to advise a passenger to either evade examination or the giving of truthful evidence, on oath or otherwise.

(c) The complaining and defending agents must jointly appoint one of the agents as a third party to conduct the investigation proceedings and in conjunction with the Local Secretary to formulate the complaint and the result of the inquiry and/or the examination, made in reference thereto, copy of which is to be sent to the Conference Secretary in Liverpool for consideration and decision of the Lines. Failing to agree on a third party, the complaining and defending agents each to select their representative, who between them must appoint the third party.

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(d) Fines inflicted for breach of Agreement rules shall be levied according to the following scale:

For infractions committed by Members of 1st offense. 2nd offense. Associations at

Aalesund, Bergen Christiansand, Drontheim, Stavanger, Helsing- 50 to 100 Kr. 125 to 200 Kr. borg, Malmo, or Stock holm

Christiana, Copenhagen or Gothenburg

100 to 200 Kr. 250 to 400 Kr.

7157 Hango, Helsingfors or other Finnish Port

> For a 3rd offense an Agent shall be liable to dismissal and disqualification.

> If the complaint is in regard to the booking of passengers at reduced rates, or by improper concessions, and the transaction in question embraces more than one adult passenger, the amount of fine fixed shall be increased by ten per cent for each other computed adult so included in the transaction in question, even though the total exceed the scale limits.

- (e) All fines and costs shall be borne by the Agents themselves, the Line employing them not being allowed to refund any part of the same. Head Agents to be responsible for payments of fines inflicted upon their Sub-Agents. All fines shall, under pain of disqualification, be paid immediately to the Local Secretary, who will thereupon remit same to the Secretary at Liverpool.
  - (f) Sub-Agents reported to the Local Association as being in default to any Association Member, or as acting for any North Atlantic Line in opposition to the parties of this Agreement, shall, ipso facto, be disqualified, and shall not be eligible for employment in

any capacity by any Association Member during the period his disqualification remains in force,

- (g) Application from the Association for an allowance out of the fines levied at their port, toward the legitimate expenses incurred by the Association, may be made to Conference through the Secretary at Liverpool.
- (8) (a) From the gross Ocean rate fixed by the Companies, a commission of 12 kroners per adult, 6 kroners per child, and 1 kroner per infant, will be allowed to Head Agents. In the case of Finnish Head Agents, the commission will be 17 Finnish marks per adult, 8.50 Finnish marks per child, and 11/2 Finnish marks per infant. The commission allowed them on the Inland fare will be 5 per cent, but not exceeding \$2 on any single fare, except that on fares to points east of Buffalo, Erie, Pittsburg, Wheeling, &c., on which no commission is paid.

No further allowance per head or based upon the amount of business done, present, prospective, or retrospective, can be made.

- (b) Head Agents are empowered to allow out of their commission to sub-agents only, a commission of 5 kroners per adult, and 2.50 kroners per child. In the case of Finnish Sub-Agents, commission not to exceed 7 Finnish marks per adult, 3.50 Finnish marks per child.
- (c) Sub-Agents are not to be allowed commission on Infant Fares, American Inland Fares, Money exchanging or Drafts, nor shall any allowances, presents, or concessions of any kind beyond the above commission be granted them, except that Sub-Agents entitled to 10 kroners or 14 Finnish marks Ocean commission (see sub-clause d) may be considered as entitled also to inland fare commission as per clause (a).

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(d) In regard to Aalesund, Arendal, Christiansund, and Laurvik in Norway; Esbjerg in Denmark; and Helsingborg, Malmo and Stockholm in Sweden, Head Agents governing same to pay to their Agents at those points, a commission of not exceeding 10 kroners per adult. In the case of Finnish points, viz:

—Gamla Karleby, Kristinestad, and Wasa, the Sub-Agents' commission not to exceed 14 Finnish marks.

Aalesund and Christiansund may be governed by Bergen or Christiania, or Drontheim; Arendal, and Laurvik by Christiania or Christiansand; Esbjerg by Copenhagen; and it is also permissible for any Line to govern Helsingborg, Malmo or Stockholm by Gothenburg or Copenhagen; Finnish points by Hango or Helsingfors.

- (e) No person shall be acknowledged as Sub-Agent, or receive commission for business done within one month from the date upon which his agent's license is countersigned by the police authority at the port from which such license is issued, nor shall any commission or allowance whatever be paid to any person who is not duly licensed as a Sub-Agent.
- (f) The rates fixed from time to time are not subject to any allowance or drawback of any kind, either to a leader in the shape of free or reduced passage in any class, or in any other way, directly or indirectly, and no person shall be carried who does not pay the full tariff fare for the accommodation he receives.
  - (g) Commission allowance for forwarding prepaid passengers one Kroner per statute adult.
  - (9) (a) By "Adult" shall be understood any person who, by the date fixed for his or her embarkation at the Scandinavian or Finnish Port, will have completed his or her twelfth year; by "Child" such as,

on said date, will be twelve months and under twelve years old, and by "Infant" such as, on said date, will not have completed the twelfth month. Agents shall require the production of baptismal certificates for children and infants, and where such verification of the ages stated cannot be produced, or the attestation obtained of two other Agents that the ages stated are manifestly correct, the children shall be charged for as if they had passed fixed age-limit.

(b) In the event of passengers not being able to produce the certificates of Baptism of the children, or of its being inconvenient to obtain the attestation of two other Agents, the Agent is permitted to book at once (without calling in two other Agents) provided it is manifest to him that the infant or child is not above six months, or eight years respectively; but for any such infant or child so booked, the Agent must immediately give notice to two of the other Agents of the transaction, in order that they may investigate the matter, if there be in their opinion any doubt about the infant or child being under the Conference age limit, viz: infant under 12 months and child under 12 years. Failing his giving such notice, the booking of such child or infant will be considered a breach of clause 9 (a).

(10) (a) The actual amount received from passengers shall in all cases be distinctly entered on the passage contract ticket. Deposits must not be received to cover the booking of Passengers whose full names and ages are not recorded (and a deposit ticket issued in favor of such individual passenger, except in the case of a family the whole of whose names may be entered upon one deposit receipt) at the time of making deposit. In other words, no passenger shall be considered as booked in advance who has not paid

the full amount of fare or a cash deposit on account

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of same, and who has not received at the time of making the deposit or paying the full fare a ticket or deposit receipt in his or her name and showing therein the amount paid, the date of payment, and the full fare through to destination agreed upon. It will be considered a breach of this rule if any Agent issues a deposit receipt or contract ticket without these particulars being fully inserted therein.

- (b) In the case of Prepaid Certificates, such must not be accepted for passage by Steamers other than called for by the prepaid Certificate or other than those to which the Rate named in the Prepaid Certificate applies unless difference in Rate is paid.
  - (11) (a) Agents shall not be permitted to quote rates nor issue Ocean or Inland tickets at any but the authorized through rates from Scandinavian and Finnish Ports. In cases when booking families through to an Inland destination, the proper tariff rate of Inland transportation must be collected from every member of the family of 5 years and upwards, and the total amount of such Inland fare, along with the total amount of Ocean passage money, entered in the contract ticket.

When the whole family, that is each member of it of 5 years and above, are not prepared to pay the cost of Inland transportation, but wish to book only a portion of the family Inland, then the Agent must decline to book any of the family Inland at all, but collect the Ocean passage money to the port of debarkation only.

(b) No allowance for transportation of baggage, board or lodging in Scandinavia or Finland, nor any other concession from the fixed rate, in any form whatever, shall be promised, granted, or pretended to be offered to or on account of any passenger, ex-

cept that the Scandinavian-American Line be allowed to pay board, transportation expenses, &c. at the port of embarkation on passengers booked through at, and arriving from other points to which agreement Ocean rates apply. The British Lines to have equal right regarding passengers booked at one agreement point and forwarded to another agreement point for shipment except as provided for in clause 11 c.

- (c) The British Lines agree to discontinue free forwarding of passengers from Drontheim, to any other Scandina ian port for shipment.
- (12) No Agent is permitted to issue Inland tickets, nor in any way to book or quote Inland rates to passengers, nor to cause them to be booked, nor to receive commission for their being so booked from the Port of Debarkation to their place of destination in America or Canada, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Inland Tickets to places not mentioned in the current Tariffs supplied by the Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class or Mixed Class rates. Such Tariffs to be only those tabled by the respective Steamship Companies with the Secretary.

In charging Inland rates quoted in the British currency tariffs, the rate of exchange of Kr. 18.25 per Pound is to be used; and when quoting Inland fares from an American currency tariff, the exchange of Kr. 3.80 per Dollar to be charged.

(13) Passengers booked to or from Scandinavian or Finnish Inland points must in all cases be given a ticket or forwarding order for the journey to or from the Port of Embarkation or Debarkation; it being prohibited to give cash or its equivalent for such Inland journey.

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- (14) Agents are not permitted to represent a North Atlantic Line or Lines in opposition to the parties of this Agreement. Agents shall not book passengers for any North Atlantic Line other than those they directly represent.
- (15) No circular or publication of any kind reflecting upon or instituting comparisons between the Lines subscribing to this Agreement shall be issued or made use of by any Agent, nor shall any Agent or his employés make or utter any statement concerning any Line party to this Agreement, or concerning its Agents, or its sailings, that can injuriously affect 7175 such Line's or its Agents' business, and it is prohibited for an Agent or his Employés to meddle with the prepaid or cash passengers, or tickets, of any Line not represented by him. To avoid the possibility of being fined for breach of this rule, Agents are requested to avoid all reference to Lines other than those they represent. Agents describing vessels must not exaggerate their size or speed or publish any tonnage other than the gross registered tonnage.
- (16) Agents' Associations in Scandinavia are to determine an uniform rate of exchange for drafts, currency or gold, such rate not to be less than Kr. 3.70
   7176 nor more than Kr. 3.80 per Dollar.
  - (17) A return of the numbers of cash and prepaid passengers leaving the port (and outports, if any, under its control) must be sent monthly by the Secretary of each Local Association to the Secretary under this Agreement at Liverpool; as also copies of all Minutes of Meetings of the Association.
  - (18) To conduce to an uniform interpretation of the terms hereof by the several Agents an approved translation of these Agreement Rules shall be printed respectively by the Associations at Christiania, Goth-

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enburg, and Copenhagen, and three copies be supplied to each member of the several Associations respectively, in Norway, Sweden, and Denmark, also to the Secretary in Liverpool, who will remit the expense thereby incurred.

(19) The following Lines are parties to the Agreement:

Allan Line, Liverpool, Glasgow and London. American Line, Liverpool and Philadelphia, and Southampton and New York.

Anchor Line.

Canadian Pacific Railway (Atlantic S.S. Lines).

Cunard Line.

Dominion Line.

Donaldson Line.

Scandinavian-American Line.

White Star Line, Liverpool and Southampton.

Declaration to be signed by Agent and returned within one week from receipt.

I hereby assent to and undertake to abide by the foregoing regulations, and I agree that they shall be considered as part of the terms of my employment as Agent.

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Signed Agent at ....

Date for Line.

Witness Address ....

Declaration to be signed by the Steamship Company party hereto.

We hereby assent to, and undertake to be bound by, the terms of the foregoing.

Signature ..... Line.

Liverpool, April 7th, 1910.

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#### Petitioner's Exhibit 716.

#### MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING, HELD AT THE HOTEL MEU-RICE, PARIS FEB, 8th 1909.

1. The direct Non-Italian Lines agree that the minimum number of sailings to be effected by each to reach the minimum of 120 sailings required under Article 3 of the Main Agreement with the Italian Lines, to secure the full percentual allotment to them as Group 2 under that agreement, is to be as follows, viz:

### Westbound: Hamburg American Line Nineteen (19)

North German Lloyd	Thirty (30)	
White Star Line	Twenty six (26)	
Anchor Line	Nineteen (19)	
Fabre Line	Twenty six (26)	
Eastbox	und:	
Hamburg American Li	ne Twenty (20)	
North German Lloyd		
White Star Line	Twenty five (25)	

Anchor Line

Fabre Line

Any Line or Lines falling short of the number of sailings provided for above to suffer a reduction in its percentage allotment, eastbound and/or westbound as the case may be, under the Agreement between the Group 2 Lines, this reduction to be calculated in a similar way to the method laid down in Article 3 of the Main Agreement.

Nineteen (19)

Twenty six (26)

HAMBURG-AMERIKA LINIE (signed) pr. Dr. Murken.
NORDDEUTSCHER LLOYD (signed) Heineken.
WHITE STAR LINE (signed) A. B. Cauty.
ANCHOR LINE (signed) C. A. Nicholl.
CYP. FABRE & CIE. (signed) Jules Guez.

Jena, 18th February 1909.

#### MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING, HELD AT THE HOTEL MEURICE, PARIS, FEBRUARY 6th, 1909.

1. Memorandum of Agreement between the following Lines for the Pooling of the third class passenger business between Mediterranean ports and North America, carried by the steamers of the Lines named passing through the Straits of Gibraltar, East-bound and Westbound, including also third class passengers to or from North America landed or embarked at intermediate ports, viz:

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Group 1: Italia
La Veloce
Lloyd Italiano
Lloyd Sabaudo
Navigazione Generale Italiana &

Sicula Americana,

hereinafter called the Italian Lines; also

Group 2: Anchor Line
Fabre Line
Hamburg-Amerika Linie
Norddeutscher Lloyd &
White Star Line

7185

Westbound: The percentual allotment to each of the Groups in the westbound business shall be as follows, viz:

Group 1 The Italian Lines .... 49,13%

Anchor Line ..... 6,73½
Fabre Line ..... 10,69

Group 2 Hamburg-Amerika Linie 7,09 50,87% Norddeutscher Lloyd.. 13,53½ White Star Line ..... 12,82

Jena, 25th Febr. 1909.

Eastbound: The percentual allotment to each of the Groups in the eastbound business shall be as follows, viz:

Group I The Italian Lines ... 49.481/2%

Anchor Line ..... 5,09
Fabre Line ..... 10,75
2 Hamburg-Amerika

Group 2 Hamburg-Amerika

7187

The Fabre Line to have the right to carry up to one percent (1%) of the total percentual allotment westbound of the Group 2 Lines by their steamers from Marseille (either direct or calling at a Spanish port) to North America without accounting for them to the Pool. Any excess over 1% to be pooled.

The compensation rate to be paid by any Line exceeding it's share, or received by any Line being short of it's share, to be one hundred and ten Lire (Lit. 110) per soul. This amount is subject to revision by a subcommittee to be appointed to consider the question as regards Greeks and Orientals.

The pool statistics to be in souls.

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The agreement to be in effect from 1st June 1909 until 30th June 1911 and to continue thereafter subject to six months' notice from any Line. It is agreed that up to the 1st June 1909 the present westbound and eastbound rates and commissions are maintained. The westbound prepaid rate to be advanced forthwith by all Lines to a parity with the highest westbound cash rate, except that the Italian Lines are not bound to quote a higher prepaid rate than the highest rate quoted by the Non-Italian Lines. Fabre Line to be allowed to quote \$1 below its highest cash rate equiva-

lent. Cables to be dispatched Febr. 8th giving effect to this clause.

2. An Agreement is concluded between the direct Mediterranean Lines, referred to as Groups 1 and 2 in Minute No. 1 and the Austro Americana, whereby the Austro Americana are entitled to the following percentages, viz:

Westbound: 42,50% of the total Greek and Oriental steerage traffic embarked in Mediterranean ports for ports of United States and/or Canada by the direct Mediterranean Lines as mentioned in the previous Minute under Groups 1 and 2 and also their own carryings from Greece.

In the event of the Greek and Oriental steerage traffic carried by the Lines party to this agreement falling below 76,50% of the total Greek and Oriental steerage business to North America from Mediterranean ports carried by the Lines party to this Agreement or not, the share of the Austro Americana to be not less than 25% of such total business from Mediterranean ports, but it is understood that in no case shall the direct Lines from Italy, parties hereto, in compensating the Austro Americana, exceed an amount that would represent their total carryings of Greek and Oriental passengers.

Greek and Oriental passengers are passengers originating from Greece, European Turkey, Asia und Africa.

Eastbound: 4% of the total Italian, Greek and Oriental steerage traffic carried by all the direct Mediterranean Lines including the Prince and Greek Lines from North American ports to the Mediterranean, also Italian, Greek and Oriental steerage traffic carried by the French, American and White Star Lines via Cherbourg and Havre.

7190

The compensation rate is agreed at sixty-five Lire (Lit 65) westbound and one hundred and ten Lire (Lit. 110) eastbound per soul.

The Austro Americana to have not less than 26 sailings both east-and westbound each year.

The Austro Americana to retire from the Italian westbound business.

The agreement to run concurrently with the Agreement between Groups 1 and 2 as mentioned in Minute No. 1.

3. An Agreement was concluded between the direct Mediterranean Lines referred to as Groups I and 2 in Minute No. I and Cie. Générale Transatlantique as per "Special Agreement A" attached hereto. The westbound percentage being altered from II to 10.50%.

It was also agreed to include the American and White Star Lines for their eastbound Italian, Greek and Oriental carryings by their English channel services with a percentage of . . . . in this agreement.

The agreement to run concurrently with that between Groups 1 and 2 mentioned in Minute No. 1.

The Lines having direct services from Italy bind themselves not to attempt to book Continental passengers westbound nor eastbound and specially not to quote special rates or commissions for such business.

The indirect Continental Lines and indirect British Lines, parties to this agreement, except as specially provided for, undertake not to endeavor to book Italian steerage passengers westbound or eastbound, by quoting special rates and/or commissions for such business. The same obligation refers to the other Lines of the Atlantic Conference except the Cunard Line. The parties to this agreement undertake not to

give their consent to any special rates being quoted for Italian business.

- 5. In the event of any difference of opinion arising regarding the interpretation of any of the foregoing Minutes the question shall be referred to arbitration. The arbitration proceedings to be conducted according to Article 29 of the Agreement between the direct Mediterranean Lines dated February 8th 1909.
- 6. Article 3 of the Main Agreement with regard to the number of departures for both Groups 1 and 2 is affirmed in principle and is to be included in the detailed agreement.

7196

7. The parties other than the Italian Lines undertake to negotiate with the Cunard Co. to secure their entry into the pool and they undertake that under no circumstances shall the Italian Lines be called upon to contribute to the Cunard Co. more than their share of six per cent (6%). But the other Pool Lines reserve to themselves the option of either assuming for their own account any excess over six per cent (6%) which may have to be given to the Cunard Co. or of declaring the negotiations for the establishment of a Pool to be at an end.

7197

8. It is agreed that the Compania Trasatlantica Espanola joins the Pool, receiving an allotment of 2% eastbound and 2% westbound of the Mediterranean steerage traffic carried by the Lines of Groups 1 and 2 mentioned in Minute No. 1 and their own carryings. The compensation rate to be 110 Lire per soul.

HAMBURG-AMERIKA-LINIE signed Ad. Storm.
Norddeutscher Lloyd signed Heineken
WHITE STAR AND AMERICAN LINES

signed I. Bruce Ismay. signed A. C. F. Henderson.

ANCHOR LINE

signed G. de los Rios. COMPANIA TRANSATLANTICA AUSTRO AMERICANA signed O. Cosulich. CIE. GLE. TRANSATLANTIQUE signed Ch. Tattet. FABRE LINE signed Cyp. Fabre & Cie. NAVIGAZIONE GENERALE ITALIANA signed Crespi. LLOYD ITALIANO SICULA AMERICANA signed Alesso Cerruti di A. LLOYD SABAUDO signed T. Ferrari. ITALIA signed D. Brunelli. LA VELOCE

7199

9. The Austro-Americana's share Eastbound to be fixed by Mr. Wilding, as sole arbitrator. Mr. Wilding's decision to be limited between four and five percent of the traffic referred to in the agreement with the Austro-Americana; the share so established to be effective from the beginning of the Pool.

Paris, 7th February 1909.

(signed) Heineken, Chairman. (signed) O. Cosulich.

#### 7200

#### MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING, HELD AT THE HOTEL MEURICE, PARIS FEB. 8th 1909.

Noted that the following cable had been dispatched from Secy. Peters to Secy. Sandford.

"Medit. conference agreed fix minimum prepaid "rates, Fabre 37 1/2, Anchor 35 1/2, Spanish 33 1/2, "all other 38 1/2, any line may quote higher, circulars "to be mailed February 8th, Eastbound general ad-"vance recommended effective until 31st May when "new agreement operates." percentage of 4,53% for their English channel services under Special Agreement A on the total Eastbound Mediterranean steerage traffic as defined in Article 1 of that Agreement and also including the carryings of the Prince and Greek Lines. As the Italian Lines do not agree the American and White Star Lines claim to have the question settled by arbitration, but the Italian Lines do not recognise the right of the American and White Star Lines to claim arbitration.

12. It was agreed that the stipulations of the principal contract concluded between the Lines belonging to Groups 1 and 2 should apply also to the Agreement effected between those Lines and the Austro Americana, so far as such stipulations are applicable.

Passengers by the Austro Americana to and from Austrian and Hungarian ports are excepted from this contract.

This Minute refers to Minute No. 2 of the meeting of Feb. 6th 1909.

HAMBURG-AMERIKA LINIE (signed) pr. Dr. Murken.
NORDDEUTSCHER LLOYD
ANCHOR LINE (signed) C. A. Nicholl.
WHITE STAR LINE
PPON. CYP. FABRE & Co.
AUSTRO AMERICANA
FOR ALL ITALIAN LINES (signed) D. Brunell.

7203

#### MEDITERRANEAN CONFERENCE.

#### MINUTES AND BYELAWS.

13. Resolutions of Agents Meetings. No resolutions that may be adopted at the meetings of Italian representatives, that are contrary to the terms of the Mediterranean steerage Traffic Agreement of February 8th 1909, are binding on the Lines.

(Circular letter M Nr. 21 of 30./3. 09.)

7205 Special Agreement A. It is agreed that the percentage of Eastbound business allotted to the American and White Star Line under clause b, article 2, of Special Agreement A, dated Paris February 6th 1909 is fixed at 4.70%.

This cancels the reference to arbitration under Mediterranean Conference Minute Nr. 11.

(Circular letter M Nr. 22 of 31./3. 09.)

Jena, 19. April 1909.

#### 7206

#### MEDITERRANEAN CONFERENCE.

#### BYELAW.

15. Azores II. Class rate. Agreed, that in modification of Art. 4 the second class rate between Azores and ports of United States and Canada shall be at least £ 10.

(Circular letter M Nr. 186 of Aug. 31st 1909.)

Jena, August 31st 1909.

### MEDITERRANEAN CONFERENCE.

#### BYELAW.

16. Steerage Round Trip tickets. No reduction is allowed upon steerage round trip tickets east & westbound.

The price of the round trip ticket is obtained by the addition of the east and westbound rates.

(Circular letter M Nr. 204 of Sept. 10th 1909.)

Jena. September 10th 1909.

7208

### MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING,

Paris, November 3rd 1909.

17. The Chairman gives expression to the feeling of sympathy on the part of the Mediterranean Conference on the loss which has been inflicted upon the Cunard S. S. Co. by the death of their Chairman Mr. Watson, and the Cie. Gle. Transatlantique of their Director Mr. Tattet, and the Secretary is requested to convey this expression to the respective companies, and likewise to the families of the deceased.

7209

18. With reference to the negotiations with the Greek Lines it is unanimously agreed that their withdrawal from the Italian business is an indispensable condition. Likewise the Lines are unanimous that an agreement with the Greek Lines would be preferable to the present state of things, provided the Greek Lines will accept reasonable terms. A Committee is appointed consisting of Messrs: Commendatore

# Petitioner's Exhibit 716

Crespi, Cauty, Seyde, Guez, Cosulich, Dr. Murken and the Secretary to discuss what terms can be offered to the Greek Lines and to hear what the Greek Lines have to say.

19. With the view to arrange an adjustment in the eastbound traffic the following changes in eastbound rates will be made:

	Tras	satlanti	ca			66	66	33
	Cie.	Gle. T	ransatlant	ique		4.6	46	42
	66	44	**	Touraine		#4	66	40.—
7211	44	46	44	Chicago,	Bretagne	44	66	38.—
	Austro Americana Martha Washington							
	advance						66	40
	Austro Americana other steamers					44	66	35

White Star and American Lines channel service will consider what they can do.

- 20. The Italian Lines will communicate every month to the Secretary the position of the individual Lines in the pool, both east and westbound between themselves, as soon as the respective statement has been prepared.
- 21. The Group I Lines may change their rates for adjustment purposes amongst themselves provided the changes are in accordance with Arts. 10 and 13 and do not prejudice their position vis-à-vis Group 2.
  - 22. As to the westbound position of the White Star Line the following measures have been taken:
    - 1. Sub-agents commission reduced to Lire 10.-
  - Free forwarding between Palermo and Naples discontinued.
  - 23. As to free transportation from Palermo and/ or Messina to Naples westbound, Italian Lines are

negotiating with the Commissariate and will inform the other Lines of the result. In the meantime the matter is left in abeyance. In the meantime the Anchor Line reserves the right to give free transportation from Messina to Palermo in the event of any direct steamers from Messina. Eastbound all Lines will quote higher fares to Palermo and Messina than to Naples, except for pool adjustment purposes. Free forwarding from Naples to Palermo and/or Messina to be used only as a measure of adjustment. The difference in rate between Palermo/Messina and Naples to be not less than \$ 2 1/2.

7214

24. With regard to secretly paying extra commission it must be appealed to the respectability of the Lines. Attention is called to Art. 11. As a principle it is acknowledged for westbound business that Lines in excess reduce their commission, but they cannot be obliged to reduce it below L. 10.—. If a Line within a reasonable time after it has thus reduced its commission should not decrease its excess, then the short Lines have to make proposals for increasing their commission.

7215

- 25. American R. R. Commission. Nothing can be done for the present. Art. 16 is temporarily suspended and Lines are at Liberty to allow their agents the whole of the commission which they get themselves. This matter to be considered when further information is received from Mr. Sandford.
- nel ports westbound is to be referred to arbitration.
  Dr. Hansen to act as sole arbitrator.

  27. The question whether the Fabre Line's Azores

26. The question of American Line's and White Star Line's right to carry Italian passengers via chan-

27. The question whether the Fabre Line's Azores steeragers by their steamers not calling at Italian ports westbound come under the regulation of Art. 5 sec-

7217

7218

tion 4 is likewise referred to arbitration. Mr. Wilding to be sole Arbitrator, and the North German Lloyd undertake to draw up the statement for the other Lines.

28. The application of the White Star Line to give them liberty to carry by their Boston service up to 100 Italian conscripts at the same terms as the Italian Lines carry such conscripts is declined.

29. The 0.36% which have been awarded to the Austro Americana by arbitration in addition to the 4% allotted to them in Minute 2 of the Meeting of February 6th 1909 are to the charge of the Group 2 Lines exclusively.

30. Beginning with November 1st the eastbound share of the Austro Americana is to be based on the traffic specified in minute 2 of the Paris Meeting February 6th 1909 except Lines not in the Conference at this date, and in consideration of carryings of outside Lines no longer being taken in account, the share of the Austro Americana is increased to 4.50% of which however 4.12% are to be charged to the Groups 1 & 2 Lines whilst 0.38% (the equivalent of the 0.36% as mentioned in Minute 29) are to the charge of the Group 2 Lines only which 0.38% are to be adjusted at the close of the pool year.

 The matter of the Navigazione's new service to Boston is to be referred to arbitration.

32. The Lines are agreed in principle that it is desirable to come to an agreement in cabin business. A Committee was appointed consisting of:

Mr. Brunelli for Italian Lines

- " Storm for Hamburg Amerika Linie
- " Nicholl for Anchor Line
- " Heineken for Norddeutscher Lloyd

- " Cauty for White Star Line
- " Lister for Cunard Line
- " Sagot for Cie. Gle. Transatlantique
- " Guez for Fabre Line
- 33. The Naples agents of all Lines shall meet forthwith and consider a basis for a freight pool for the traffic from Italy to United States and Canada, and shall submit their proposals to the Lines not later than 27th November. Statistics showing number of sailings weight and measurement cargo carried and net freight earnings to be prepared for consideration for the years 1905, 6, 7 & 8 by the Naples agents. The Lines agree to meet at Florence 13th December to discuss the agents' proposals. Cunard Line will notify the Lines through the Secretary a few days after receipt of the statistics from the Naples agents whether or not they are prepared to attend a meeting.

34. The names of the Banks on which the Securities of the Lines are drawn were read and agreed.

- 35. The next meeting is fixed for the first Thursday in May 1910 at Venice, Excelsior Hotel.
- 36. The following cable was sent to Mr. Sandford: "No Lines to take excess passengers of Greek Lines except at regular rates. Spanish Line has increased rate to thirty three."

37. The Committee appointed to recommend an agreement for cabin business reports that owing to the wide differences in the opinion of the Lines as to minimum rates no result was obtained.

38. It was agreed that the Cunard Co. are to be compensated for the passengers booked at fighting rates for the "Argentina" and transferred to the "Carpathia" from New York September 1st.

7220

39. It was agreed that the Cia. Trasatlantica Espanola are not to receive compensation westbound for the first pool year should they be in the minus, and in consideration of this the Cia. Trasatlantica Espanola shall not participate in the compensation payments to fighting steamers eastbound or westbound during the same period.

The committee appointed under Minute 18 having reported that repeated negotiations with the Greek Lines had failed on account of quite unreasonable demands on their part it was resolved to continue the fight in the following manner (This is an addition of the Secretary in order to make connections with Minute 18).

### FIGHTING GREEK LINES.

40. Westbound: Austro Americana undertake to take for Greeks and Orientals no higher rate than leaving them L. 60.— net including United States head tax; in consideration of which the Lines agree to drop the compensation at the rate of Fr. 20.— incurred since 15th August. Any excess over L. 60.— shall be distributed between Groups 1 and 2 and the Austro Americana pro rata of their shares since 1st November.

7224

- 41. All the other Lines parties to the Westbound Agreement are obliged to take for Greek and Oriental passengers a rate of L. 50.—net off Naples including U. S. and Italian head tax. Such passengers to be reported to the Secretary but not to be accounted for in the Pool between Groups I and 2 and subsidiary Lines. This to apply as long as the Italian Government does not prevent the Lines to take this rate.
- 42. Mr. Cosulich undertakes to draw up a scheme for an eventual Line from Greece which will be submitted to the Conference.

43. Eastbound: Leave New York Committee to suggest to Mr. Crespi and Mr. Heineken the measures they advise for this purpose. Mr. Crespi and Mr. Heineken communicating with each other and giving definite instructions in the name of all Lines to the New York Committee informing the other Lines of what has been done. The Lines accept the decision of these two gentlemen. Any compensation for difference in net rates to be borne by all the Lines pro rata their pool share. It is understood that the Committee has no power to delay the departure of a steamer. The Committee may extend the fight to Italian business if necessary, but only after December 15th. The parties to the subsidiary agreement participate in the expenses incurred in the fight for Greek and Oriental business pro rata of their share. Each Line has the right to withdraw from the agreements for fighting Greek Lines for westbound and eastbound business after having given fourteen days' notice, but without retrospective effect.

ANCHOR LINE signed C. A. Nicholl. AUSTRO AMERICANA signed O. Cosulich. CIA, TRASATLANTICA signed Echevarria. CIE. GLE, TRANSATLANTIQUE signed Dal Piaz. CUNARD LINE signed S. J. Lister. FABRE LINE signed Cyp. Fabre & Co. HAMBURG-AMERIKA LINIE signed Ad. Storm. ITALIA signed F. Ferrari. LA VELOCE signed O. Brunelli. LLOYD ITALIANO signed O. Biancardi. LLOYD SABAUDO signed Cesare Conti. NAVIGAZIONE GEN. ITALIANA signed Crespi. NORDDEUTSCHER LLOYD signed Heineken. SICULA AMERICANA signed Gug. Peirce. WHITE STAR & AMERICAN LINES signed A. B. Cauty. 7226

# Petitioner's Exhibit 717.

### AGREEMENT E E

on First and Second Class business.

It has this day been agreed by the following Atlantic Steamship Lines, viz:

Allan Line, American Line, Anchor Line, Atlantic Transport Line, Canadian Pacific Ry. Co., Cie. Gle. Transatlantique, Cunard Line, Dominion Line, Donaldson Line, Hamburg-American Line, Holland-America Line, Leyland Line, Norddeutscher Lloyd, Red Star Line, White Star Line, hereinafter known as the Atlantic Conference, of the first part, and the

Canadian Northern Steamships Limited, hereinafter known as the Royal Line, of the second part, as under, viz:

- I) The Royal Line becomes a party to the appended Agreement "V" for first class buisness, dated London 5th February, 1908, and Agreement "W," for second class business of same date together with appendices attached thereto and agree to all clauses and conditions thereof, and amendments thereto made by Minutes of the Atlantic Conference, as per annexed extracts.
- 2) The steamers at present in the service of the Royal Line, viz., S. S. "Royal Edward" and S. S. "Royal George" to be rated on the same basis as the S. S. "Empress of Britian" and S. S. "Empress of Ireland," viz., £18 first class and £10.5.0 second class.
  - 3) The Royal Line to have equal privileges with the other Canadian Lines under clause 5(a) and 11(b) of Agreement "V" and appendices 1 and 3 thereto, clause 7(b) and appendix 2 to Agreement "W."

4) The First and Second Class ocean rates scheduled as in operation at this date are understood to be the minimum ocean rates that can be accepted. No application for reduced rates that may be made to either party by any Society or Body, can at once be acceded to. Any such application must be sent by the party receiving it to the Secretary and placed before both parties, and all members of both parties must be unanimous before any action can be taken in regard thereto.

Jena, September 6th, 1910.

7232

The Royal Line to table with the Secretary for the information of the other parties particulars of any commitments or concessions of reduced rates granted to any Society, Body or Government, if any, now in operation. Such commitments or concessions to terminate on the expiry of the period for which they have been made, and not to be renewed.

5) This Agreement is subsidiary to, and forms part of, Agreements "V" and "W" attached hereto.

For the Atlantic Conference,

(Signed) JOHN AITCHISON.

For the Royal Line,

(Signed) SCOTT GRIFFIN,

Manager.

7233

Liverpool, August 15th, 1910.

7235

### Petitioner's Exhibit 718.

### AGREEMENT D D

on Continental Third Class Business Westbound.

It has this day been agreed by the following Steamship Lines, viz:

Allan Line, Anchor Line, Dominion Line, White Star Line, Hamburg-American Line, American Line, Cunard Line, Donaldson Line, Red Star Line, Norddeutscher Lloyd, Holland-America Line, known as the Atlantic Conference, of the one part, and the

Canadian Northern Steamships Limited, hereinafter referred to as the Royal Line, of the other part, as under:

- 1) The Royal Line agree to maintain for Westbound Continental Third Class Passengers a rate not lower than the lowest Continental rate of any other British Canadian Line member of the Atlantic Conference, except from Libau, where they may take the lowest rate of any British Conference Line.
- 2) The Royal Line to be at liberty to carry Third Class passengers for the Uranium Company only in the event of one of the latter Company's steamers being prevented from sailing, owing to breakdown, of which satisfactory evidence must be produced, as for instance a Lloyd's certificate.

7236 in

Signed on behalf of:

Atlantic Conference,

(Signed) JOHN AITCHISON,

Manager.

Royal Line,

(Signed) SCOTT GRIFFIN,

Liverpool, August 15th, 1910.

Jena, September 6th, 1910.

### Petitioner's Exhibit 719.

7237

### AGREEMENT C C.

Between the following S. S. Lines,

The Allan Line Steamship Co., Lim., Glasgow, The Anchor Line (Henderson Brothers) Lim., Liverpool.

The Cunard Steamship Co., Lim., Liverpool,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, (Holland Amerika Lijn) Rotterdam,

Norddeutscher Lloyd, Bremen,

Société Anoyme de Navigation Belge Américane (Red Star Line), Antwerp,

International Mercantile Marine Co. (except the Société Anonyme Belge Américaine, Red Star Line, Antwerp) New Jersey,

Canadian Pacific Ry. Co. (Atlantic Steamship Lines), Montreal, hereafter called the Atlantic Conference, of the first part, and the

Canadian Northern Steamships Ltd., hereinafter referred to as the Royal Line of the second part the following Agreement has been concluded:

#### Art. 1.

7239

The Atlantic Conference guarantee to the Royal Line 1.15% as their share, of the entire steerage traffic forwarded by the parties to this Agreement from the United States of America and Canada, to all European ports in vessels owned, leased, chartered, or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar (Oriental passengers means passengers to or from Greece, Africa & Asia).

7241

7242

# Petitioner's Exhibit 719

### Art. 2.

All passengers forwarded in any intermediate class between steerage and cabin as defined in Art. II are to be considered as steerage passengers in the sense and meaning of this contract.

Intermediate, or even cabin passengers, are steeragers, unless they pay at least the lowest cabin fare as defined in Art. II.

In the event of a breakdown of a steamer or other unforseen occurrence necessitating the transfer of third class passengers to another Line, the Line carrying the passengers must pool them, except that if the Line to which the passengers are transferred is not a party to this Agreement as far as those passengers are concerned, then the Line for which the passengers were booked must account for them to the Pool.

Jena, September 6th, 1910.

# Art. 3.

The percentage of the Royal Line is subject to their effecting eastbound not less than 21 sailings and not more than 26 sailings in a calendar year. For every sailing less than 21 sailings east the percentage shall be reduced by 1/21st.

### Art. 4.

If the Royal Line transfer their business in part or in whole to a successor or if an amalgamation with another Line takes place, they are bound to make it binding upon their successors to enter into this contract and to become a party to it with all the rights and obligations arising out of it, and their security devolves upon such successor.

### Art. 5.

If the number of steeragers carried by the Royal Line in any year exceeds their share as per Art. I, they have to pay to the Atlantic Conference Lines a compensation of £4—for each passenger (soul) carried in excess of their share.

On the other hand, when they are short of their share, the Atlantic Conference Lines have to pay them likewise a compensation of £4—p. soul for their shortage.

The compensation rate is subject to change, if such a change is agreed upon by the Atlantic Conference Lines for the accounts between themselves.

# 7244

7245

### Art. 6.

The Secretary of the Atlantic Conference will make up monthly provisional accounts, showing the amount of compensation due to or by the Royal Line and he will notify the party, which has to pay. These payments to be made within a fortnight after receipt of such notification.

Final settlements will be made for each calendar year on the basis of a compensation account, prepared by the Secretary, to comprise the entire year. Objections against these final accounts to be made within four weeks of receipt of same by the Lines, failing which the accounts shall stand.

Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

# Art. 7.

The Royal Line undertake to arrange their service in such a manner that the number of steeragers which they actually carry, corresponds as nearly as possible with the number allotted to them by this contract, the payment of compensation money not being the intent and object of this contract, but merely the means of deterring either party from overcarrying its percentage allotment.

#### Art. 8.

- a) For the purpose of the compilation of the compensation accounts the Lines, parties to this Agreement, have to furnish to the Secretary every 7th. 15th, 23rd and last day of a month their statistics of the steeragers, and also 2nd Cabin passengers, carried by them in the week ending with these respective dates and the destination of the steamer. First class numbers to be furnished to the Secretary for statistical purposes.
- b) Passengers deported by Government authorities shall be deducted from the number of steeragers to be accounted for to the pool. Live stock attendants are likewise not to be accounted for.
- c) Passengers who are transported free or against payment of the cost of subsistence westbound or eastbound upon request of the Government shall be treated 7248 in like manner.
  - d) Persons belonging to the Board, the staff or the crew of any party to this Agreement as also their wives and children need not to be acounted for, if they receive free passage or passage at reduced rates.
  - e) All steerage passengers, whether booked at regular or reduced rates, have to be pooled under this Agreement, except those excepted under paragraphs b. c. d. of this clause.

- f) A fine of £5—shall be imposed upon any Line delaying the delivery of the statistics for more than three days.
- g) The Secretary has to furnish to the parties weekly the statistics of the passengers carried, and monthly a statement showing the position of the parties versus each other and not later than the 15th of each month for the preceding month.

### Art. 9.

In case the results thus obtained show that the Royal Line have exceeded their proportion or have remained below it, they are bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures in operation they must inform the Secretary of the measures proposed to be adopted.

#### Art. 10.

The Royal Line have not the right to alter their steerage rates without having previously informed the Secretary, and they must not make special rates, either in Europe or in America, without previous assent of the Atlantic Conference.

7251

#### Art. II.

Unless otherwise agreed upon the lowest second cabin rate of the Royal Line eastbound must be at least \$10—higher than the highest third class rate of the respective steamer. In case third class and steerage passengers are carried the basis for fixing the second class rate shall be the third class rate.

# Petitioner's Exhibit 719

#### Art. 12.

- a) The commission to agents in America and Canada to be as fixed by the New York Conference.
- b) The agents of the Royal Line shall not book or interest themselves in the booking of passengers for Lines not parties to this contract or not connected by Agreements with the Atlantic Conference or the N. D. L. V. Lines.

### Art. 13.

7253

7254

a) The Royal Line undertake to comply with Art. 8 of the General Rules third series of the Continental Conference which reads as follows:

No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line, unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference Line.

- b) The Royal Line shall be responsible for their agents and employees or other representatives in this sense, that they are bound to dismiss an agent etc. who in respect to another Line has disregarded the stipulations of Art. 13a. All the other Lines are also bound to break off all and every direct or indirect business connection with such agent.
- c) They further undertake to send to the Secretary any printed matter and circulars sent to agents in relation to steerage and Second Cabin business.
- d) Article 13 applies in its entirety to circulars or publications issued both in America and Europe.

### Art. 14.

For the faithful performance of the conditions of this agreement the Royal Line have to deposit with the Secretary an accepted bill of the same form as those agreed to by the British Atlantic Conference Lines, and to the amount of £1150. This bill is only payable if it is accompanied by an award of the arbitrator provided for in Art. 19 of this Agreement, or by the award of another arbitrator agreed upon. The securities given by the Atlantic Conference Lines under Agreement A. A. shall also apply to this contract.

7256

### Art. 15.

The security given shall be considered the amount of liquidated damages and thus entirely forfeited, if the Royal Line unduly withdraw from the present contract before its expiration, or if they resort to actions which render the continuance of this present contract impossible and which are therefore to be considered equivalent to a withdrawal from this present contract as f. i. refusal to pay compensation or failure to replenish the security mentioned in Art. 14 within 14 days or assisting directly or indirectly a new opposition Line, or starting, or assisting a Line whereby the business as defined in Art. 1 would be interferred with.

7257

#### Art. 16.

a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such a penalty exceed the amount of the security given by the individual Line at fault. 7259

7260

# Petitioner's Exhibit 719

- b) The amount of penalty to be in each case not less than £250—for each contravention or infraction, except as provided for in Art. 8.
- c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £1000.
- d) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the award, the security will be realized and the amount of such penalty forfeited.

# Art. 17.

The execution and control of the fulfilment of the stipulations of this contract is confided to the Secretary of the Atlantic Conference. He must have access to the passenger office of the Royal Line and can there examine all books, correspondence etc., so far as he may deem it practicable to satisfy him that the terms of this contract have been complied with. He has to act as mediator in general in the transactions between the parties, so far as such transactions appertain to matters relative to this contract, and it is his duty to use every exertion to settle difficulties amicably.

# Art. 18.

The Royal Line have to contribute to the office expenses of the Secretary of the Atlantic Conference in the proportion of their percentage allotment under this agreement.

The salary of the Secretary shall be paid by the Lines in equal parts.

### Art. 19.

All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agreement, shall be settled by Arbitration as follows:

- (a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.
- (b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties.
- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Germany.
- (d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended

7262

reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.
  - (f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.
  - (g) The damages for breech of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 19.
- (h) Damages shall be payable within eight days 7266 from the date of the notification of the award.
  - (i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.

(k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award have power to re-open and re-consider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law court against which all right or appealing is exhausted, and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.

7268

(1) Any disputes arising under this Agreement shall be settled according to the law of the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable.

7269

(n) In case of Arbitration taking place in Germany, the German law will apply, both the manner in which the arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

7271

7272

# Petitioner's Exhibit 719

Differences which may arise after the expiration of this contract, before the accounts are finally closed, shall still be subject to arbitration, and the securities given will not be released until the final accounts are settled.

### Art. 20.

The Royal Line agree that in all cases in which resolutions have to be taken with regard to existing differences of opinion as to the terms and conditions of the present contract, as also in the case of all decisions by the Atlantic Conference Lines or by the arbitrator, not only this contract, but also the tenor and especially the spirit of the Atlantic Conference Contract which is the basis of this agreement and if which they have received a copy is to be taken in consideration.

#### Art. 21.

All resolutions passed by the Atlantic Conference Lines relating to the Atlantic Conference contract and all alterations and additions shall be binding on the Royal Line after they are communicated to them by the Secretary.

#### Art. 22.

This Agreement commences to operate 1st September, 1910, and is concluded for the period from 1st September, 1910, to February 28th, 1911, and shall after this latter date continue from year to year, unless due notice be given to the Secretary of the Atlantic Conference by either party not later than 1st December of the intention of terminating same at the next February namely, in the first instance 1st De-

cember, 1910. Accounts being closed at the end of each calendar year, the period during which this Agreement operates in 1910, being from 1st September to 31st December—thus only for 4 months—the sailings referred to in article 3 shall be 6 minimum and 8 maximum for this period. The last period, in case of this agreement terminating on a 28th February, will consist of 14 months from 1st January to 28th February of the subsequent year, the number of sailings to be altered proportionally.

Signed on behalf of:

Atlantic Conference,

(Signed) JOHN AITCHISON,

Canadian Northern Steamships Limited Royal Line, (Signed) SCOTT GRIFFIN,

Manager.

Liverpool, August 15th, 1910.

7275

# Petitioner's Exhibit 720.

### SPECIAL AGREEMENT E.

Between the following Steamship Companies engaged in the transporation of Italian, Greek and Oriental steerage passengers to and from North America namely:

Italia
La Veloce
Lloyd Italiano
Lloyd Sabaudo
Navigazione Generale Italiana
Sicula Americana

7277 1. Group "A"

Anchor Line
Fabre Line
Hamburg-Amerika Linie
Norddeutscher Lloyd
White Star Line

- 2. Austro Americana.
- Hellenic Transatlantic Steam Navigation Co. the following contract has this day been concluded.

### Article 1.

The contract shall cover:

7278

Westbound.

All Greek and Oriental steerage passengers embarked in Mediterranean ports for ports of the United States and / or Canada, by the Lines referred to under Group "A," and the total steerage carryings of the Austro-Americana, the Hellenic Transatlantic Steam Navigation Co. and The National Steam Navigation Co. Ltd. of Greece, from Greek and / or Oriental ports to the United States and / or Canada, whatever their nationality may be.

Greek and Oriental passengers are passengers originating from Greece, European Turkey, Asia and Africa.

Jena, July, 1910.

Eastbound.

All steerage passengers carried by the Austro-Americana, the Hellenic Transatlantic and the Greek National Steam Navigation Co. coming from the United States and / or Canada and disembarking in Greek or Oriental ports whatever their destination may be.

7280

### Article 2.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract, are fixed as follows:

Westbound.

The Lines referred to under Group "A" 30%

The Austro-Americana

Hellenic Transatlantic Steam Navigation Co. 70% The National Steam Navigation Co. of Greece

7281

100%

The share of 70% allotted to the three direct Lines is divided amongst themselves in such a way that the Hellenic Transatlantic S. N. Co. receives the equivalent of 16% (Sixteen per centum) of the total Greek and Oriental steeragers carried by the Lines parties to the Mediterranean and Atlantic Conferences from Mediterranean, Continental and / or British ports to the United States and / or Canada, while the remainder represents the share of the Austro-Ameri-

7283

# Petitioner's Exhibit 720

cana and the National Steam Navigation Co. Ltd. of Greece.

Parties to the Mediterranean Conference for the purpose of this agreement are:

The Lines referred to under Group "A," and

The Cunard Line

Austro-Americana

Compagnie Générale Transatlantique

Compania Transatlantica

Hellenic Transatlantic S. N. Co.

National Steam Navigation Co. Ltd., of Greece, and Parties to the Atlantic Conference are the following Lines:

Allan Line

American Line

Dominion Line

Holland America Line

Red Star Line

besides those referred to above, already Parties to the Mediterranean Conference, which have North Atlantic Services.

Eastbound.

7284	Hellenic Transatlantic S. N. Co. National Steam Navigation Co.	46% 27%	
	Austro-Americana	27%	
		100%	

The direct Lines to Greece shall quote an Eastbound rate for Greek and Oriental ports which shall not be lower than the rates quoted for same destinations via Naples by Conference steamers of similar size, class and speed. The Greek Lines will therefore for the present quote for Greek and Oriental ports the same rates as quoted by the Austro-Americana, with the exception of the S/S "Martha Washington;" for this steamer a \$4—higher rate will be quoted.

The Austro-Americana binds itself to call at least on 18 voyages Eastbound at Greek ports; for every sailing less than 18, the percentage of the Austro-Americana shall be reduced by one-eighteenth. The 18 voyages will be effected proportionately by all Austro's steamers including "Martha Washington" and spread evenly over the 12 months.

# Article 3.

The percentages of the Hellenic Transatlantic S. N. Co. are subject to their effecting both East and Westbound not less than eleven sailings during the course of each twelve months. For every sailing less than eleven, either East or Westbound, the percentage shall be reduced by one-eleventh, East or West, as the case may be

7286

The first Contract period covering only six months, i. e. from the 1st January to the 30th June, 1910. The number of sailings to be effected during such period to be six and the eventual reduction to be one-sixth.

In the event of the National Steam Navigation Co. of Greece performing one voyage less than the minimim number stipulated in their agreement and the Hellenie Transatlantic Steam Navigation Co. effecting at least one voyage more than the minimum number stipulated in this Agreement, the percentage for the one non-effected voyage thus forfeited by the former Company shall be added to the share of the latter Company.

7287

# Article 4.

If the number of steeragers carried by the Hellenic Transatlantic S. N. Co. exceeds their share as per Article 2, they have to pay; on the other hand, if they are short of their share, they have to receive a

# Petitioner's Exhibit 720

compensation of Lire 110. (One hundred and ten Lire) for each passenger carried in excess or short of their share.

# Article 5.

The Lines referred to under Group "A" bind themselves not to call with their Ocean steamers at Greek and Oriental ports for carrying steerage passengers to and from United States and / or Canada. The Hellenic Transatlantic Steam Navigation Co. binds itself not to call at any other port except ports in Greece, European Turkey, Asiatic Turkey, Malta (calling eastbound excluded) and Egypt for the carriage of steerage passengers to or from the United States and / or Canada, and not to attempt to book British, Continental and / or Italian steerage passengers, East or Westbound, and specially not to quote special rates and commissions for such a business.

Should Greek legislation prevent the Group A Lines from carrying Greek and Oriental passengers via Naples their above obligation not to call with their ocean steamers at Greek and Oriental ports becomes void with the day such law or ordinance becomes operative. In such case the Group A Lines undertake not to quote lower rates than the Greek Lines except for adjustment purposes.

7290

7289

#### Article 6.

As a guarantee for the faithful performance of the conditions of this Contract, the Hellenic Transatlantic S. N. Co. will deposit forthwith with the Secretary a Bank guarantee amounting to Lire 125,000 (one hundred and twenty-five thousand Lire) through the Banca Commerciale Italiana, Milan, or any other Bank recognized by the Lines.

In the case of the other Lines, parties to this Contract, the deposits made under the terms of the principal Contract answer also for the fulfilment of the present Agreement.

# Article 7.

For the rest the stipulations of the principal Contract concluded between the Lines referred to under Group "A," known as the "Mediterranean Steerage Traffic Agreement of February 8th, 1909," shall apply to the present Contract.

7292

### Article 8.

This Contract has been concluded for the period from 1st January, 1910 to 30th June, 1911, and shall after that date continue from year to year unless one of the Parties gives notice of withdrawal three months before the termination of this period.

This present Contract however, ceases to exist on the day on which the principal Contract concluded between the Lines referred to under Group "A" expires.

# Article 9.

7293

In the event of any new Greek Steamship Company, or any other Company in which the Greek Companies may be interested or not, entering the Greek and / or Oriental Steerage business to and / or from the United States and / or Canada, the Lines under Group "A" and the Austro-Americana have the right to terminate this agreement forthwith.

# Petitioner's Exhibit 720

#### Article 10.

If the Hellenic Transatlantic S. N. Co. transfer their business in part or in whole to a successor or if any amalgamation with another Line takes place, they are under obligation to make it binding upon their successors to enter into this Contract and to become Parties to it, with all the rights and obligations arising out of it, and their security devolves upon such successor.

7295

### SPECIAL AGREEMENT F.

Between the following Steamship Companies engaged in the transportation of Italian, Greek and Oriental steerage passengers to and from North America namely:

Italia
La Veloce
Lloyd Italiano
Lloyd Sabaudo
Navigazione Generale Italiana

7296

Group "A" Sicula Americana
 Anchor Line

Fabre Line Hamburg-Amerika Linie Norddeutscher Lloyd White Star Line

# 2. Austro Americana

3. National Steam Navigation Co. Ltd. of Greece the following contract has this day been concluded.

### Article 1.

The contract shall cover:

Westbound.

All Greek and Oriental steerage passengers embarked in Mediterranean ports for ports of the United States and / or Canada, by the Lines referred to under Group "A," and the total steerage carryings of the Austro-Americana, the Hellenic Transatlantic Steam Navigation Co., and the National Steam Navigation Co., Ltd. of Greece, from Greek and / or Oriental ports to the United States and / or Canada, whatever their nationality may be.

Greek and Oriental passengers are passengers originating from Greece, European Turkey, Asia and Africa.

Jena, July, 1910.

Eastbound.

All steerage passengers carried by the Austro-Americana, the Hellenic Transatlantic and the Greek National Steam Navigation Co. coming from the United States and / or Canada and disembarking in Greek or Oriental ports whatever their destination may be.

7299

### Article 2.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract, are fixed as follows:

Westbound.

The Lines referred to under Group "A" 30%

The Austro-Americana

Hellenic Transatlantic Steam Navigation Co. 70% The National Steam Navigation Co. of Greece

100%

The share of 70% allotted to the three direct Lines is divided amongst themselves in such a way that the National Steam Navigation Co. receives the equivalent of 11% (eleven per centum) of the total Greek and Oriental steeragers carried by the Lines parties to the Mediterranean and Atlantic Conferences from Mediterranean, Continental and / or British ports to the United States and/or Canada, while the remainder represents the share of the Austro-Americana, and the Hellenic Transatlantic S. N. Co.

Parties to the Mediterranean Conference for the purpose of this agreement are:

The Lines referred to under Group "A," and

The Cunard Line

Austro-Americana

Compagnie Générale Transatlantique

7802 Compania Transatlantica

Hellenic Transatlantic S. N. Co.

National Steam Navigation Co. Ltd., of Greece, and Parties to the Atlantic Conference are the following Lines:

Allan Line

American Line

Dominion Line

Holland American Line

Red Star Line

besides those referred to above, already Parties to the Mediterranean Conference, which have North Atlantic Services.

# Eastbound

Hellenic Transatlantic S. N. Co.	46%
National Steam Navigation Co.	27%
Austro-Americana	27%

The direct Lines to Greece shall quote an East-bound rate for Greek and Oriental ports which shall not be lower than the rates quoted for same destinations via Naples by Conference steamers of similar size, class and speed. The Greek Lines will therefore for the present quote for Greek and Oriental ports the same rates as quoted by the Austro-Americana, with the exception of the S/S "Martha Washington;" for this steamer a \$4—higher rate will be quoted.

The Austro-Americana binds itself to call at least on 18 voyages Eastbound at Greek ports; for every sailing less than 18, the percentage of the Austro-Americana shall be reduced by one-eighteenth. The 18 voyages will be effected proportionately by all Austro's steamers including "Martha Washington" and spread evenly over the 12 months.

# Article 3.

The percentages of the National Steam Navigation Co. are subject to their effecting both East and Westbound not less than six sailings during the course of each twelve months. For every sailing less than six, either East or Westbound, the percentage shall be reduced by one-sixth, East or West, as the case may be.

The first Contract period covering only six months, i. e., from the 1st January to the 30th June, 1910. The number of sailings to be effected during such period to be three and the eventual reduction to be one-third.

7304

### Petitioner's Exhibit 720

In the event of the Hellenic Transatlantic S. N. Co. performing one voyage less than the minimum number stipulated in their agreement and the National Steam Navigation Co. effecting at least one voyage more than the minimum number stipulated in this Agreement, the percentage for the one non-effected voyage thus forfeited by the former Company shall be added to the share of the other Company.

### Article 4.

7307

If the number of steeragers carried by the National Steam Navigation Co. exceeds their share as per Article 2, they have to pay; on the other hand, if they are short of their share, they have to receive a compensation of Lire 110. (One hundred and ten Lire) for each passenger carried in excess or short of their share.

# Article 5.

7308

The Lines referred to under Group "A" bind themselves not to call with their Ocean steamers at Greek and Oriental ports for carrying steerage passengers to and from United States and / or Canada. The National Steam Navigation Co. binds itself not to call at any other port except ports in Greece, European Turkey, Asiatic Turkey, Malta (calling eastbound excluded) and Egypt for the carriage of steerage passengers to or from the United States and/ or Canada and not to attempt to book British, Continental and / or Italian steerage passengers, East or Westbound, and specially not to quote special rates and commissions for such a business.

Should Greek legislation prevent the Group A Lines from carrying Greek and Oriental passengers via Naples their above obligation not to call with their ocean steamers at Greek and Oriental ports becomes void with the day such law or ordinance becomes operative. In such case the Group A Lines undertake not to quote lower rates than the Greek Lines except for adjustment purposes.

### Article 6.

As a guarantee for the faithful performance of the conditions of this Contract, the National Steam Navigation Co. will deposit forthwith with the Secretary a Bank guarantee amounting to Lire 100,000 (one hundred thousand Lire) through the Banca Commerciale Italiana, Milan, or any other Bank recognized by the Lines.

In the case of the other Lines, parties to this Contract, the deposits made under the terms of the principal Contract answer also for the fulfilment of the present Agreement.

# Article 7.

For the rest the stipulations of the principal Contract concluded between the Lines referred to under Group "A," known as the "Mediterranean Steerage Traffic Agreement of February 8th, 1909," shall apply to the present Contract.

### Article 8.

This Contract has been concluded for the period from 1st January, 1910 to 30th June, 1911, and shall after that date continue from year to year unless one of the Parties gives notice of withdrawal three months before the termination of this period.

This present Contract however, ceases to exist on the day on which the principal Contract concluded be7310

# Petitioner's Exhibit 720

tween the Lines referred to under Group "A" expires.

# Article 9.

In the event of any new Greek Steamship Company, or any other Company in which the Greek Companies may be interested or not, entering the Greek and/or Oriental Steerage business to and/or from the United States and/or Canada, the Lines under Group "A" and the Austro-Americana have the right to terminate this agreement forthwith.

7313

#### Article 10.

If the National Steam Navigation Co. Ltd., of Greece transfer their business in part or in whole to a successor or if any amalgamation with another Line takes place, they are under obligation to make it binding upon their successors to enter into this Contract and to become Parties to it, with all the rights and obligations arising out of it, and their security devolves upon such successor.

### Petitioner's Exhibit 721.

7315

Jena, 29th May, 1908.

### AGREEMENT H2

on

Interchangeable First and Second Class Return Tickets.

1. It is agreed from March 1st, 1908 until further notice to make return tickets both First and Second Class, issued by the Lines parties to this Agreement, interchangeable, the holder having the option of returning by any of the following Lines:

7316

Hamburg Amerika Linie
Holland America Lijn
Norddeutscher Lloyd
Red Star Line
Campagnie Générale Transatlantique
Austro Americana
American Line
Atlantic Transport Line
Cunard Line
Dominion Line
Leyland Line
White Star Line

- 2. Under "Cheque value" is understood the amount paid by the passenger, and the rate of the accommodation to which the ticket entitles the holder of it.
- 3. To prevent misuse of return tickets, lost, stolen or cancelled, it is agreed that a memorandum be sent the same day by any Line accepting another Line's return-ticket, advising that Line that they have done so with name of passenger number of return ticket and class.

### Petitioner's Exhibit 721

- 4. Return tickets to be retained by carrying Line until passenger has gone forward, accounts to be rendered after steamer sails, and the issuing Line to pay the carrying Line the cheque value of the ticket within fourteen days. Settlements between the British and Continental Lines to be made by drafts on London. Settlements between the Continental Lines amongst themselves to be made in Marks.
- 5. In settlements as in bookings \$ 1 = 4 Marks= 4 shillings, = 5 Francs, = 2.40 Dutch Guilder.
- 6. Each return ticket to state on the face of it, or have attached to it, a slip, stating:

"This Return Ticket entitles the holder to

- \$ accommodation on this or any of the following Lines (reciting all the Lines other than the one issuing it) provided:
- "A. There be room vacant on the steamer by which the passenger desires to sail.
- "B. All the conditions in the ticket and regulations of the carrying Line shall be accepted and binding on the passenger, whether they are contained in the original return ticket which the passenger holds or not.
- "C. That the passenger pays the difference, if any, between the value of the accommodation called for and the value of the accommodation he selects in the steamer by which he travels.
  - "D. In the event of the original return ticket calling for transportation on a specific steamer or date, the transfer cannot be made unless application for transfer is presented more than 28 days before such specific date, unless the passenger at the time of making application for transfer, presents the authority of the Line for which the original return ticket was issued, for the transfer being made.

"E. In the event of the passenger selecting accommodation of a lower tariff rate than that shown on the original return ticket, the difference between the value of the accommodation called for and the value of the selected accommodation will be refunded by the carrying Line, less 10%."

7. All tickets issued under the agreement H<sub>2</sub> dated on and after March 1st, 1908, shall be treated in accordance with this revised agreement as soon as it is signed.

7322

### Petitioner's Exhibit 722.

#### BY-LAWS TO AGREEMENT V.

- 95. Theatrical performances and variety shows. The Lines agreed not to entertain proposals for variety shows, etc., on board the steamers.
- 96. Intermediate First class schedule. It was agreed by the Lines who have been accustomed in the past to issue an intermediate first class schedule, that until further notice they will publish an intermediate schedule for each steamer being the mean between the Summer and Winter schedule by the respective steamers for the following periods:
- Westbound: 1st April—31st July and 16th October
  —31st October.
- Eastbound: 1st April—30th April and 16th July—15th August.

This does not apply to the Mediterranean services nor to the Canadian Lines who will continue their present practice in this matter. It is of course understood that no Line is bound to maintain the schedule except as regards to minimums.

It is further understood that each Line is at liberty to issue revised tariffs if it should find it necessary; such tariffs to be circulated, two days before issue, among the Lines through the medium of the Secretary. (See Minute 137.)

106. Infant rates. Agreed to fix the infant rates I class westbound and eastbound at M. 40.—.

125. Commission on infants. In amendment of Agreement V Art. 13b 1 & 2 the commission west-bound and eastbound on infant rates as per byelaw 106 has been fixed at 5% maximum.

Jena, June 7th, 1910.

7326

137. Season for First Class business. The Lines parties to Appendix 2 Agreement V agree to advertise the first class full summer schedule eastbound for U. S. Lines as from May 1st to July 31st. The intermediate first class schedule to be advertised in accordance with minute 96, with the exception, that the second period of the eastbound intermediate season will run from 1st to 15th August. It was understood that the Compagnie Gén. Transat. would follow the same procedure.

138. Agreement V and Cruise business. In case of chartering any ships for cruise business the charter to contain a clause, obliging charterers or cruise agents to comply with Agreement V or any other Agreements which the Lines themselves would be bound by if doing the business direct.

### Petitioner's Exhibit 723.

#### BY-LAWS TO AGREEMENT W.

- 30. Commission on round trip tickets. Clause 11 Agreement W to be amended to permit a minimum commission of \$6.—per adult to be paid to Agents in America on second class round trip bookings.
- 95. Theatrical performances and variety shows. The Lines agreed not to entertain proposals for variety shows etc., on board the steamers.
- 106. Infant rates. Agreed to fix the II class infant rates westbound and eastbound at M. 30.—.
- 125. Commission on infant rates. In amendment of Agreement W Art. 11 b 2 the commission west-bound and eastbound on infant rates as per byelaw 106 has been fixed at 5% maximum.

Jena, June 7th, 1910.

# Petitioner's Exhibit 724.

7333

### AGREEMENT W.

### APPENDIX II.

Amendment to

Appendix I:

The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

Amendment to

7334

Clause 10 to read:

Bicycles shall be charged ten Shillings each; they must be crated. Dogs to be charged not less than 40 Shillings each. Motor cars to be charged for at current freight rates.—No commission to be paid on such charges in future.

(Agreed upon at Paris, August 7th, 1908.) Jena, August 12th, 1908.

### Petitioner's Exhibit 725.

#### AGREEMENT X.

London 6th February, 1908.

### MEDITERRANEAN SERVICES.

It is agreed that the following minimum First Class Ocean rates shall be charged all the year round for the steamers named when employed in the Mediterranean Trade, viz:—

	CUNARD LINE	
7337	Caronia, Carmania	£19.10
	Carpathia	16
	Pannonia, Slavonia	14.10
	WHITE STAR LINE	
	Cedric, Celtic	£ 19.10
	Republic, Romanic, Canopic	16.10
	Cretic	16.—
	HAMBURG AMERICAN LINE	
	Deutschland	£ 24.—
	Moltke, Blucher	18.10
	Hamburg	17.10
	NORDDEUTSCHER LLOYD	
	Kaiser Wilhelm der Grosse	£ 24.—
7338	Friedrich der Grosse	17.10
	König Albert Prinzess Irene	17.10
	Königin Luise	17.10

### Agreed as to rates.

Cunard S.S. Co. Ld. (signed) A. D. Mearns.
Hamburg Amerika Linie (signed) J. P. Meyer.
Holland Amerika Lijn (signed) J. G. v. Reuchlin.
I. M. M. Co. (signed) Harold A. Sanderson.
Norddeutscher Lloyd (signed) Heineken.
Red Star Line (signed) by Harold A. Sanderson.
Cie. Gle. Transatlantique (signed) Ch. Tattet.

# Petitioner's Exhibit 726

7339

The steamers not mentioned above when entering or engaging in the Mediterranean trade to be rated the same as in the North Atlantic trade. The conditions and regulations of the North Atlantic First Cabin Agreement also to apply to the Mediterranean trade.

The rates to be the same Eastbound and Westbound, the year round. No rebate to be allowed for return tickets.

N. B. Second Class rates to be arranged by New York Conference.

# Also agreed

7340

The Cunard Steam Ship Co. Ld.

Hamburg Amerika Linie

(signed) A. D. Mearns. (signed) J. P. Meyer.

Holland Amerika Lijn (signed) J. G. Reuchlin. I. M. M. Co. and Red Star Line

(signed) Harold A. Sanderson.

Norddeutscher Lloyd (signed) Heineken. Cie. Gle. Transatlantique (signed) Ch. Tattet.

# Petitioner's Exhibit 726.

7341

# Appendix to Agreement X.

In conformity with Agreement V the rate for children under 1 year has been fixed at

M. 40.—each

both west- and eastbound.

(Agreed to by Circular letter Sept. 24th, 1909.)

Jena, December 4th, 1909.

# Petitioner's Exhibit 727.

(Final)

Form 25 No. 48a.

(Confidential.)

ATLANTIC CONFERENCE

# WEEKLY STATISTICS.

24th—31st December 1909.

Westbound

					Position	against sh	are			
Period from 1 January to	Hamburg-	Holland- Amerika L.	Nordd, Lloyd	Red Star Line	Allan Line U. S. service	Anchor	American Line	Dominion	White Star Line	Cunard
	19.61%	6.63%	26.53%	9.71%	0.62%	3.40%	6.68%	4.47%	8.60%	13.759
7./1.	1+ 642	+ 366	+ 503	+ 247	- 20	- 111	- 78	- 146	+ 89	- 20
15./1.	+ 278	+ 59	+ 737	+ 518	- 49	- 84	- 387	- 353		
23./1.	+ 162	- 251	+2634	+1383	- 103		- 406			-138
31./1.	+ 285	+ 222	+3086	+1633			- 642	-1187	- 937	
7./2.	+ 460	+ 140		+2037	167	- 705	- 626	1454	-1411	
15./2.	+1808	- 546	+5019	+2334	- 204	- 839	-1600	-1918	-1760	-287
23./2.	+1628	- 177	+7055	+2580	- 274	- 911	-1758	-2419	2223	-350
28./2.	+2006	- 666		+3221	- 271	881	-1656	-2247	-2239	
7./3.	+2159	- 8	+6825	+3573	- 336	- 973		-2716	-2273	-410
15./3.	+1842	+ 431	+7739	+3861	- 365	-1399		-3133	-2387	-430
23./3.	+1699	+ 541	+9870	+3478	- 480	-1431	-2917	-3727	-2829	-420
31./3.	+1734	+ 591	+9998	+3144	- 406	-1533	2685	-4396	-	, .
7./4.	+2080	+611	+9000	+2886	- 466	-1198	-2875	-4448	-2352	
15./4.	+2109	+ 415	+8447	+2546	- 298	-1238	3151	-4773	-1440	
23./4.	+ 713	+ 16		+1995	- 365	- 919	-3076	-4575	+ 176	-167
30./4.	+1377	+ 92	+6233	+1904	- 196	- 808	-3221	-4366	- 22	- 90
7./5.	+1130	+ 189	+6528	+1816	- 273	- 701	-3231	-4666		
15./5.	+ 828	+1112	+5248	+2719	- 51	- 369	-3839		- 193	- 18
23./5.	+1775	+1057	+5146	+2655	- 129	- 436		-5827	- 231	- 9
31./5.	+1813	+1168	+5003	+2672	- 49	- 356		-5524	- 362	- 5
7./6.	+1528	+1097	+4771	+2706	- 94	- 406	-4243	-5430	- 327	+ 39
15./6.	+1717	+1291	+4734	+2689	- 36	- 397	-4479	-5655	- 407	+ 54
23./6.	+2185	+1395	+3802	+2664	- 100		-4576		+ 315	+ 55
30./6.	+2718	+1620	+3587	+1000	- 34		-4696		+ 277	+ 70

					Position	against sha	re				
Period from 1 January to	Hamburg- Amerika L. Holland- Amerika L.		+ 2		Allan Line U. S. service	Anchor	American	Dominion	White Star	Cunard	
7./7.	+2341	+1836	+3480	+2222	- 78	- 372	-4556	-5840	+ 204	+ 763	
15./7.	+3814		+2817	+2294	- 50	- 369		-5589	+ 123	+ 399	
23./7.	+3919	+1913	+2738	+2341	- 98		-5251	-5558	+ 27	+ 335	
31./7.	+2944	+2159		+3066	- 50			-5786	+ 26		
7./8.	+3370	+2165	+1393	+3160	- 20	- 112	-5078	5884	+ 58		
15./8.	+3285	+2057	+ 950	+3163	- 67		-5006		+ 256		
23./8.	+3445	+1980	+ 411	+3235	- 27	+ 105	-4904	-6002	+ 398	+1369	
31./8.	+2697	+1945	+ 343	+3135	- 93		-5261		+ 530		7:
7./9.	+2391	+1628	- 303	+3151	- 21	+ 134	-4993	-6278	+ 736	+3555	
15./9.	+1434	+1683	-1178	+3033	- 77	+ 219	-4600	-6518	+2205	+3799	
23./9.	+ 790	+1391	-1950	+2792	- 7	+ 417		-6181	+2476	+4570	
30./9.	+ 708	+1200	-2749	+2655	- 61	+ 372	-4383	-6167	+3421	+4995	
7./10.	- 240	+1106	-2000	+2579	- 4	+601	-3671	-6549	+4190	+4888	
5./10.	+ 210	+1001	-3693		- 50	+ 658	-3550	-6308	+4655	+4516	
3./10.	- 854	+1011		+3462	- 140		-2379			+4428	
31./10.	- 658	+ 945	-4855	+3781	- 21	+ 607	-1588	-6610	+4657	+3742	
7./11.	-1052	+ 879		+4042	- 85	+ 439	-1543		+5394		
15./11.	- 519	+ 858	-5135	+4444		+ 327	- 403	-7166	+5209	+2525	
23./11.	-1074	+ 243	-3836				- 214		+4952	+2004	
30./11.	-1085	+ 500		+4949	. 251	+ 55	+ 467	-7260	$\pm 4896$	+1515	
7./12.	+ 20	+ 300	-3715	+5019				-7695	+4563	+ 500	
15./12.	+ 731	- 169	40.00	+5355		- 356		-7308	+4475	- 65	
23./12.	+ 774	- 123						-7275	+3895	- 957	
31./12.	+1792	4.7	-2393	+4953	- 195				+3684	-1439	73

Jena, 20th January, 1911.

+ = excess.

- = shortage.

Disqualified Firms: International Transportation Co., Vienna. Slavia A. G. (Slavia Dionicko Drustvo), Basle. Reisbureau "Atlantic Express," Rotterdam. Reisbureau "Oceana," Rotterdam. American Transportation Co., Basle. Universal Reisebureau (Onciul) Vienna. G. Zurcher, Chiasso. Ludwig Hess, Basle. Charles Staehli, Basle. Bielby & Co., Libau.

# ATLANTIC CONFERENCE.

24th-31st December, 1909.

No. 48a.

WEEKLY STATISTICS.

Westbound

			Westbound										
				1	to					ber of agers			
<b>-</b> 240			New York	Boston	Baltimore	Philadelphia	Galveston	Portland and Canada	in the week	since 1st Jan.	II class Passengers	I class Passengers	
7349	Hamburg Amerika Linie carried forward Rectification	from Hamburg Medit	90925 ÷ 19 + 42	=				1012 ÷ 1	- - 20 + 42	91937		11626 + 36	
	. Total Holland Amerika Linie		90948	_	_	_	_	1011	22	91959	20529	11662	
	carried forward Rectification	. Rot'dam	29697 ÷ 52	_		_		+ 340	÷ 50	30037		4424 ÷ 3	
7350	Norddeutscher Lloyd		29645	_	_			34-2	÷ 50	29987	12480	4421	
	Norddeutscher Lloyd carried forward Rectification	Bremen Medit	89702 +158 12	_	24272 ÷ 54	=	4153 ÷ 18 −	1368 ÷ 1	-   + 85   + 12	119495	26278 ÷152	14922 +655 —	
	Red Star Line	The state of the s	89872	_	24218	_	4135	1367	97	119592	26126	15577	
	carried forward	Antwerp	49145 ÷ 49	+ 2	_		_	501	÷ 47	49646	13348 ÷ 75	3167 ÷ 7	
	Total		49096	2		_		501	÷ 47	49599	13273	3160	

		-	1		to		1		ber of	1		-
		New York	Boston	Baltimore	Philadelphia	Galveston	Portland and Canada	in the week	since 1st Jan.	II class Passengers	I class Passengers	
Allan Line United States Service carried forward —	Glasgow		2655	_					2656	2254	7 - 7	
Anchor Line			2655		1	-	-	_	2656	2254	7	
carried forward ectification	Glasgow	15108 ÷ 13	_	_	-	_	=	÷ 13	15108	12502 ÷ 3	2055 + 13	
Total		15095		_	_	_	_	÷ 13	15095	12499	2068	
a. Southampton service carried forward Rectification	So'ton	18851	_	_	=	=	=	÷ 10	18851	7246 + 12	3374 ÷ 7	
Total  Liverpool service		18841	_	_			_	÷ 10	18841	7258	3367	
carried forward dectification	L'pool	_	=	_	13964 + 24	_	=	+ 24	13964	3370 + 7	=	
Total		_		_	13988	_	-	+ 24	13988	3377		
So'ton and L'pool Total		18841	-	_	13988	_	_	+ 14	32829	10635	3367	
carried forward ectification	from L'pool	=	=	=	=	=	13068	+ 5	13068	6246 ÷ 5	1639	
Total		_		_	-	_	13073	5	13073	6241	1639	

# Petitioner's Exhibit 727

			1	to		1 1		Numbe Steera			
		New York	Boston	Baltimore	Philadelphia	Galveston	Portland and Canada	in the week	since 1st Jan.	II class Passsengers	I class Passengers
White Star Line a. Southampton Service carried forwa Rectification		20302 ÷ 14		_		=	_	- - - 14	20302	8345 + 5	684
					-						
Tot	tal	20288		_	_	_	-	÷ 14	20288	8350	684
b. Liverpool Service carried forwa Rectification	L'pool	17804	+ 1			=	_	÷ 12 + 12	22939	10739 ÷ 22	754 ÷
Tot	al	17796	5143		_	_			22939	10717	753
So'ton and L'pool Tot Cunard Line	al	38084	5143		_	_	-	÷ 14	43227	19067	1437
carried forwa Rectification		42671 ÷ 6	19099 + 19	=	=		_	+ 13	61770	22501 ÷ 30	1608
Tot	al	42665	19118	_	_			13	61783	22471	1609
Cunard Line Adriatic service carried forward Rectification	. Triest	38802	free fro	Hunga m the F	rians Pool	Non-Hurrians car	nga- ried t	Non-Hung to be accoun	garians ited for	II. cabin 1550	I. cab
	Fiume	+106		7		+27		_		+1638	+58
Total		38908	2	724		1360				3188	90

Total carryings 1st January 31st December, 1909.

	Steerage Passengers	II. class Passengers	I. class Passengers	
Jamburg-Amerika Linie Jolland-Amerika Linie Jorddeutscher Lloyd	29987	20529 12480 26126	4421	North West Transport Line
Red Star Line	49599 2656 15095 32820	13273 2254 12499 10635	3160 7 2068 3367	Date Name of steerage passengers Total to Canada to U.S.
Oominion Line	13073	6241 19067 22471	1639 14376 16092	carried forward   3275   6914   10189   -   Rectification   +181   -180   +1
Total	459800	145575	72369	3456 6734 10190=

<sup>\*)</sup> Including 139 military transport "Prinz Friedrich Wilhelm" May 22nd.

# STATISTICS OF PREPAIDS.

		T.	L.	1	Norddeutso	cher Lloyd		a.			An	nerican Lin	ie	2	Wh	ite Star Li	ne	C	unard Lin	e		4		1909	
	1909	Hamburg A. I	Holland A. I.	N. Y.	Balto.	Calv.	Total	Red Star Line	Allan Line U. S. service	Anchor Line	N. Y.	Phila.	Total	Deminion Line	N. Y.	Boston	Total	N. Y.	Boston	Total	Grand Total 1909	Grand Total since March 1st 1908	Cunard Line Adriatic service	Canadian Pacific (Liverpool)	Allan Line (Canadian service)
	1 7./1.	113	141	182	57	8	247	82	1	16	21	50	71	16	79	52	141	178	45	224	1052	4	124		
	815./1.	199	163	208	53	25	200	136	3	35	25	10	44	107	55. 60	25	80,	88	25	113	1140	1	165		
	1623./1. 2431./1.	162	219	236	96	20	275 352	171	6	78 3-	32 25	31,	97 56	31	73	32	92 87	81	26	107	1222		182		
	1 7./2.	210	233	251	111	4	366	184	7	46	37	48	85	35	67	42	100	158	24	144	1457	4	183	233	182
	815./2.	325	342	673	235	29	937	146	9	63	24	32	56	5	116	36	152	155	30	185	2220	1	150		
31	1623./2.	284	266	331	124	26	481	404	9	50	46	59	105	53	113	48	161	236	100	345	2158		182		
,,	2428./2.	219	343	332	218	17	567	256	13	61	45	75	120	68	198	20	218	179	55	234	2000		120	370	247
	1 7./3.	321	397	303	162	1.1	476	274	6	72	44	96	140	28	144	37	181	294	150	444	2339	1504	212	37	-47
	815./3.	295	439	345	185	11	541	257	5	77	42	103	145	38	277	57	334	367	197	564	2695	1865	163		
	1623./3.	496	583	520	199	40	759	337	20	142	54.	142	190	63	245	98	343	418	192	610	3555	1967	183		
	2431./ 3.	438	685	215	204	9	428	375	29	108	28	98	126	44	437	93	530	473	172	645	3408	1913	261	604	376
	1 7./4.	449	525	291	176	28	495	200	51	135	30	107	137	27	200	82	282	301	104	405	2772	2252	71		
	815./4.	373	356	187	130	28 28	3451	275	31	113	36	101	137	35 85	254	78	332	373	255	628	2625	1655	133		
	1623./4.	559	425	163	198	19	352	305	34	91 <sub>1</sub> 86	43 38	142	187	61	219	60		421	178	599	2977	1678	127		
	2430./ 4. 1 7./ 5.	452	444	199 211	218	11	440	342	20	84	23	145	168	42	179	93	249	574	172	746	3024	1599	199	432	582
•	815./5.	401	501	213	195	55	403	346	33	173	36	181	217	71	151	67	218	364	195	492	2566 2921	1548	78		
	1623./5.	426	439	402	295	16	713	361	28	94	30	162	192	30	101	63	254	500	159	659	3196	1535 1754	47 138		
	2431./5.	542	417	159	147	11	317	203	20	92	45	248	293	159	168	77	245	345	122	407	2764	1360	102	522	639
	1 7. 6.	478	375	149	159	45	353	231	10	56	26	140	166	35	217	73	200	346	100	440	2440	1336	56	3-2	039
	815./6.	494	325	177	205	18	400	282	16	67	24	119	143	57	123	63	186	422	130	552	2522	1606.	143	1	
32	1623./6.	420	501	159	171	20	350	377	13	66	50	155	205	146	110	63	173	507	113	620	2871	1412	137		
	2430./6.	495	340	160	127	1.3	300	291	3	56	24	120	144	77	126	36	162	280	123	403	2271	1122	127	406	1008
	1 7./7.	310	418	128	154	40	322	153	0	90	3	139	142	41	158	19	177	385	1,34	519	2178	863	74		
	815. 7.	423	360	144	153	15	312	302	1.5	66	39	130	175	44	112	50	162	284	136	420	2339	1236	160		
	1623./7.	450	301	147	168	31	346	332	17	81	38	196	234	172	154	58	212	197	99	296	5441	1432	1.27		
	2431./7.	436	307	178	173	12 28	363	352 161	75	154	32	187	219	104	158	56	256	312	117	429	2005	1572	199	498	1621
	1 7./8. 815./8.	345 308	305	157	172		357	272	14	72	40	207	440 247	72	177	41	156	142	150	292	2288	1128	100		
	1623. 8.	358	345	343	367	38	748	332	31	115	54	223	277	144	167	79 79	246	330 214	174:	388	2350	1473	182		
	2431./8.	427	252	181	128	11	320	341	1.4	66	56	188	241	59	240	69	300	123	95	218	2250	2008		16.0	2
	1 7./9.	211	230	153	151	55	359	175	16	59	19	253	272	32	193	54	247	78	47	125	1726	1259	177	465	241
	815., 9.	260	350	193	200	23	416	417	9	66	92	170	262	60	249	114	363	193	136	320	2532	1645	176		
	1623./9.	402	255	216	183	21	420	360	16	62	?	249	249	103	173	53	226	154	65	219	2312	1657	104	1	
	2430. 9.	279	280	210	169	23	402	225	10	87	124	218	342	75	180	88	268	118	58	176	2144	1438	241	391	551
	1 7./10.	260	205	220	210	7	437	146	10	81	61	278	339	129	208	65	273	90	49	139	2019	1194	87		4743
	815./10.	489	238	229	266	7	502	207	26	93	152	271	423	104	161	66	227	132	50	188	2497	1545	195		
	1623./10.	304	369	248	178	2.2	426	327	13	117	200	555	761	322	148	70	218	76	43	119	2976	1629	214		
	2431./10.	248	205	424	294	13	740 383	177	10	60	181	244	425	117	174	51	225	93	69	162	2300	1547	263	365	454
	815./11.	215	160 163	174	208		470	234	6	46	152	265	500	116	137	58	195	80	31	120	1843	1423	193		
	1623./11.	207 463	246	259 244	217	3	461	198	_	58	239	304	444	113	118	38	223 156	61	20		2043	1944	168		
	2430./11.	277	116	295	267	19	581	136	1.4	43	113	238	351	102	145	19	164	75	24	99 52	2273 1836	1565	193		
	1 7./12.	394	175	305	269	_	574	132	17	35	68	107	175	125	66	26	92	45 62	27	89	1808	1384	148	359	571
	815./12.	364	150	378	256	22	656	146	19	39	35	175	210	152	62	16	78	45	17	62	1876	1772	150		
	1623./12.	472	136	305	285	13	603	217	19	51	62	69	131	182	47	26	73	62	22	84	1968	1092	154	336	=62
	2431./12.	296	160	364	. 193		557	142	13	30	40	86	126	69	99	23	122	62	38	100	1615	744	183	330	563

(Final)

(Confidential)

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Dec. 1909 Ansd. Eastbound.

Form 34

No. 17.

24th-31st December 1908.

Atlantic Conference & Russian Eastasiatic S.S. Co.

## WEEKLY STATISTICS.

	1	2	3	4	5	6	7	8	7364
Lines	Number of	steeragers	Share	of Total Passengers	Excess	Shortage	2nd Class	Passengers	۰
carried over Corrections) Hamburg-Amerika Linie " Holland-Amerika Linie " Norddeutscher Lloyd " Red Star Line " Allan Line " Anchor Line " American Line " Dominion Line " White Star Line (Liverpool) " " " (Adriatic) " Can. Pac. Ry. Co. " Atlantic Conference " Russian Eastasiatic S.S. Co. carried over (7th trip)	+ 20 ÷ 19 ÷ 118 ÷ 39 ÷ 36 ÷ 4 ÷ 42 + 1 ÷ 27 + 12 + 119	74505	97.00	73578	927		19500 + 11 + 9 +132 ÷ 3 ÷ 8 - - + 12 + 1	19654	7365
Total, September 1st— December 31st		75854	3.00	2276 75854	927	927		73	

# Petitioner's Exhibit 728

(Final)

# MONTHLY STATEMENT

1st September—31st December 1908.

No. 5.

9	10	1.1	12	13	14	15	10	
Carr	yings	SI	iare	Adju	stment	Compen	sationà£4	
of Steeragers	in %	in %	Steeragers	Excess of Steeragers			to receive	
74505 1349	98.22 1.78	97.— 3.—	73578 2276	927	927	£3708	£3708	
75854	100	100	75854	927 -	927	£3708	£3708	

Atlantic Conference Russian East-Asiatic S.S. Co.

Jena, 22nd December 1909.

	Period from Sept 1st to	Position of Russasiatic towards its share 3.00%	
	7./9.	- 272	
7368	15./9.	+ 441	
1000	23./9.	+ 302	
	30./9.	+ 338	
	7./10.	+ 200	
	15./10.	+ 141 + 7	
	23./10.	+ 7	
	31./10.	<del>- 174</del>	
	7./11.	- 295	
	15./11.	- 422	
	23./11.	<b>—</b> 483	
	30./11.	<b>—</b> 649	
	7./12.	- 717	
	15./12.	<b>—</b> 941	
	23./12.	-1051	
	31./12	<b>-</b> 927	

London, June 9th, 1898.

### AGREEMENT ON FIRST CABIN BUSINESS.

Between the Allan Line, American Line, Anchor Line, Atlantic Transport Line, Beaver Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-America Line, Norddeutscher Lloyd Line, Red Star Line, White Star Line, Wilsons & Furness-Leyland Line.

T

The Minimum Rates for all First Cabin tickets shall be as follows:

	Summer	Winter	
	Shillings	Shillings	
Allan Line:			
Liverpool-Canadian Service	240	220	
Glasgow-New York Service	189	189	
Glasgow-Boston Service	Carry no	First Cabin.	
merican Line (Southampton-New York Service):			
St. Louis, St. Paul, Paris, New York	400	300	
Berlin, Chester	300	240	
nchorLine:			
City of Rome	240	240	
Furnessia	210	210	7371
Other steamers	210	210	
tlantic Transport Line (London and New York			
Service):			
All steamers	260	200	
eaver Line:			
Gallia, Ontario, Superior	240	220	
Other steamers	210	200	
unard Line:			
Lucania, Campania, Umbria, Etruria	400	300	
Servia, Aurania	300	240	
Boston steamers	260	220	

# Petitioner's Exhibit 729

	Dominion Line:		
	Canada, New England	300	240
	Liverpool-Canadian Service	240	220
	White Star Line:		
	Majestic, Teutonic	400	300
	Britannic, Germanic Adriatic	300	240
	Cymric	260	200
	Wilsons & Furness-Leyland Line (London and New York Service):		
	All steamers	260	200
	Hamburg-Amerika Line:		
7373	Augusta Victoria, Fürst Bismark	400	300
	Pennsylvania, Pretoria (Continent)	300	260
	Pennsylvania Pretoria (Cherbourg)	290	250
	Steamers of "Palatia" Class	280	240
	Mediterranean Service:		
	Augusta Victoria, Furst Bismark	400	400
	Holland-America Line:		
	Rotterdam, Statendam (Rotterdam)	300	260
	Rotterdam, Statendam (Boulogne)	290	250
	Maasdam, Obdam	240 •	200
	Other steamers ,	Carry no First	Cabin.
	Norddeutscher Lloyd Line:		
	Kaiser Wilhelm and Kaiser Friedrich	440	340
	Single Screw Express Steamers	400	300
7374	Steamers of "Barbarossa" Class (Continent)	320	280
	Steamers of "Barbarossa" (Southampton)	310	270
	Regular Baltimore	280	260
	Regular New York	260	240
	Mediterranean Service:		·
	Aller, Ems, Kaiser Wilhelm II, Fulda, Werra	360	360
	Red Star Line:		
	Friesland, Berlin	280	240
	Westernland, Noordland	260	220
	Southwark, Kensington	Carry no First	Cabin.

These rates apply only to the steamers at present employed in the Services of the Lines.

Servants pay the Winter rate of the respective steamers all the year round, and 15 Pounds on the Mediterranean Lines.

2

London shall cease in the First Cabin business to be a common point for the American Line, the Norddeutscher Lloyd and the Hamburg-Amerika Line; however the American Line shall retain London as terminal for Second Cabin Business Westbound and Eastbound, in consideration of which the American Line shall cease to book Steerage passengers free to points in Great Britain and Ireland beyond London, which continues to be a common point to all British Lines for Eastbound Steerage passengers.

The Norddeutscher Lloyd Line and the Hamburg-Amerika Line retain London as terminal in the Second Cabin business for Southampton and Plymouth Westbound and Eastbound, provided the fare via either of these ports is in excess of those of the Liverpool Fast Lines by the amount of the Railway fares from such ports to London.

7377

3

The minimum rates stipulated in clause 1 are understood to be gross per adult, including commission.

4

The minimum summer rates shall be in force Westbound and Eastbound for sailings between 1st April and 31st October.

# Petitioner's Exhibit 729

5

Children between 1 and 8 years pay half fare—children under 12 months free.

6

Except when otherwise stated above, through booked passengers must pay in addition to the Ocean fare the actual official tariff rate of the Transportation Companies by which the transportation takes place, and such fare always be separately quoted and appear separately on the ticket.

7379

This clause applies during 1898 only to minimum rate passengers, but on and after 1st January, 1899, it applies to all business whether carried at minimum rates or otherwise.

7

Each Line is at liberty to fix its minimum Westbound cash or prepaid or Eastbound rate independently of each other higher than provided for in this agreement.

7380

8

An allowance of 5 per cent may be made on the rate paid for round trip tickets.

9

All rates and commissions shall be converted into different currencies at the following rates of exchange:

1 Shilling = 1 Mark = 1.25 Franc = 0.25 Dollar = 0.60 Dutch Guilder.

IO

No free passages shall be given to Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; the intention being that excepting that the principals of the different Firms or Lines are at liberty to grant free passes to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

An exception shall be made in the case of Steamers carrying Live Stock, which Steamers are at liberty to convey the men when accompanying such Live Stock, and on the return journey, free of charge. An exception shall also be made in the case of Canadian steamers carrying Charity Children, which steamers are at liberty to convey the persons accompanying such Charity Children, and on the return journey free of charge.

7382

11

Steamers carrying only Second Cabin passengers, as distinguished from Saloon, must appear in all Advertisements, Circulars, or other printed matter issued by the Line as carrying Second Cabin passengers only, without any reference to such passengers enjoying so-called Saloon privileges.

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12

Each adult passenger shall be entitled to 20 cubic feet of personal baggage free of charge; extra baggage will be charged for at the rate of 1 shilling per cubic foot as far as possible.

Bicycles will be charged 10 shillings; they must be crated.

7386

# Petitioner's Exhibit 729

13

The commissions to agents on First Cabin business shall be as follows:

#### FOR TICKETS ISSUED IN AMERICA.

Not more than 5 per cent of the passage money with a minimum of 4 Dollars per adult for a single passage, and 8 Dollars for a round trip passage, except in the case of scheduled General agents who are non-salaried, to whom an extra commission of 2 1/2 per cent of the gross amount of the passage money

may be paid.

No commission will be paid in New York City, except to Messrs. Thomas Cook & Son and Henry Gaze & Son, who shall not be allowed to book passengers in New York City or vicinity except in connection with their advertised tours. Commission may, however, be paid to any party provided they furnish not less than 25 passengers in one party for any one sailing. In any city or town within a radius of 10 miles from New York City Hall (but not in New York City itself), each Line may appoint one agent, whose name and address shall be filed with the Secretary, and to whom they shall be at liberty to pay commission on First or Second Cabin business; said agent shall be disqualified by all Lines if found guilty of dividing his commission with any outside party. The term "New York City" is understood to mean New York City as defined by the boundaries existing prior to the passing of the "Greater New York Bill."

## FOR TICKETS ISSUED IN EUROPE.

In Great Britain and Scandinavia not more than 5 per cent of the passage money, except 7 1/2 per cent to Agents in London (see Clause 14).

On the Continent not more than 7 1/2 per cent of the passage money to General agents or to agents in Paris (see clause 14); and not more than 5 per cent to Tourists Offices, Bankers, and special Cabin Agents. Such agents in the Cabin and Steerage business who have their own sub-agents' organization, are considered as General Agents. It is agreed that such General Agents cannot pay to their sub-agents more than 5 per cent commission.

14

Each Line shall not have more than two offices in London (West-end and City) and two in Paris for its own account or conducted by an agent or by agents receiving 7 1/2 per cent commission (clause 13), and one office for its own account in any other place, which offices or agents are at liberty to pay to sub-agents or brokers a commission not exceeding 5 per cent of the passage money.

15

The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.

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16

All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

 (a) Arbitration proceedings in Europe shall take place at London.

- (b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepared in a registered letter duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.
- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
  - (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.
  - (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.
- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and 7394

to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

17

All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linen Verband.

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18

Any Line is at liberty to retire from this Agreement on giving fourteen days' notice.

19

This Agreement shall take effect and circulars and tariffs shall be issued and mailed not later than on the 1st July, 1898.

Allan Line, Liverpool & London—Allan Brothers & Co., (Liverpool & London, Limited), R. G. Allan, Director.

Allan & State Lines, Glasgow—Jas. & Alex. Allan. American Line (Southampton & New York Service)—Richardson, Spence & Co.

Anchor Line-Henderson Brothers.

Atlantic Transport Line—Atlantic Transport Company, Limited, Charles F. Torrey, Director.

Beaver Line—for the Beaver Line, D. & C. Mac Iver, Managers.

Cunard Line-A. P. Moorhouse.

Dominion Line-Richards, Mills & Co.

White Star Line-Ismay, Imrie & Co.

Wilsons & Furness-Leyland Line—For Wilsons & Furness-Leyland Line, Ltd., H. B. Roper, Joint Manager.

Hamburg-Amerika Line-Ballin.

Holland-America Line-Reuchlin.

Norddeutscher Lloyd Line-Von Helmot.

Red Star Line-Ed. Strasser.

### Petitioner's Exhibit 730.

#### SECOND CABIN BUSINESS.

Agreement

on

#### SECOND CABIN BUSINESS

#### Between The

Allan and Allan and State Lines (London, Liverpool, and Glasgow), American Line (Liverpool and Philadelphia, and Southampton and New York). Anchor Line, Beaver Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-America Line, Norddeutscher Lloyd, Red Star Line, and White Star Line.

#### SECOND CABIN BUSINESS.

Agreement on Second Cabin Business between the Allan and Allan and State Lines (Liverpool, London, and Glasgow), American Line (Liverpool and Philadelphia and Southampton and New York), Anchor Line, Beaver Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-America Line, Norrdeutscher Lloyd, Red Star Line and White Star Line

7404

7403

1.—The minimum Second Cabin rates, both East and Westbound of the British Lines, to be:

American Line, Southampton Service—
S.S. "Paul," "St. Louis," "Paris," "New York"
S.S. "Berlin," "Chester" ... 8 0 0
American Line, Philadelphia Service ... 7 0 0
Allan Line, Liverpool Canadian Service ... 7 0 0
Allan Line and State Line, Glasgow ... 6 10 0

	Steamers of "Barbarossa" Class (Continental		
	Port)	190	190
	Do. do. (London)	180	210
	Do. do. (Paris, via Cherbourg)	200	200
	Regular New York (Continental Port)	180	180
	Regular Baltimore do.	180	180
	Hamburg-Amerika Line—		
	S.S. "Augusta Victoria," "Fürst Bismark"		
	(Continental Port)	210	220
	Do. do. (London)	200	210
	Do. do. (Paris, via Cherbourg)	220	230
	S.S. "Pennsylvania," "Pretoria" (Continental		-30
7409	Port)	190	190
	Do. do. (Paris, via Cherbourg)	200	200
	Steamers of "Palatia" Class (Continental Port)	180	185
	Holland-America Line—		107
	S.S. "Rotterdam," "Statendam" (Continental		
	Port)	180	180
	Do. do. (Paris via Boulogne or		,,,,
	Rotterdam)	190	100
	*	*160	*170
	S.S. "Maasdam," "Obdam" (Continental Port)	150	150
	*	*170	*180
	Do. do. (Paris via Boulogne or	-/-	700
	Rotterdam)	160	170
7410	Other Steamers (Continental Port)	160	170
1110	Do (Paris via Bou-	* 1/12	1,0
	logne or Rotterdam)	170	180
	*No saloon on Maasdam.	.,0	100
	Red Star Line—		
	S.S. "Friesland," "Berlin" (Continental Port)	170	170
	Do. do. (Paris via Antwerp)	180	180
	S.S. "Westernland," "Noordland" (Continental	11.0	100
	Port)	160	160
	Do. do. (Paris via Antwerp)	170	170
	S.S "Southwark," "Kensington" (Continental	.,0	1/0
	Port)	184	184
	Do do. (Paris via Antwerp)	200	100
	(rans via minerp)	200	190

All the foregoing rates apply only to the Steamers at present employed in Services of the Lines.

When any Service has two rates, prepaid and cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the lower rate applies and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers, unless they have been paid difference in rate.

4. Red Star Line Steamers calling at Southampton Eastbound to land American Line passengers, to charge for such passengers the rate scheduled by the American Line, for "Berlin" and "Chester" except for "Kensington" and "Southwark" which are to charge 170 Shillings.

7412

- The minimum rates named above are understood to be gross per adult, including commission.
- 6. Children between 1 and 12 years to be charged half fare. Children under 12 months free.
- 7. Each Line is at liberty to fix its minimum Westbound Cash or prepaid Eastbound rates, independently of each other, higher than provided for in this Agreement.

- 8. An allowance of 5 per cent may be made on the rate paid for round trip tickets.
- 9. All rates and commissions shall be converted into different currencies at the following rates of exchange:—1/=1 Mark=Fcs. 1.25=\$0.25=0.60 Dutch Guilder.
- 10. No free passes shall be given to press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind, the intention being that, excepting that

the principals of the different firms or lines are at liberty to grant free passes to Government Officials, or to individuals being purely personal friends, no free passes whatever shall be given.

- 11. Free Rail Tickets may be granted from United States ports of debarkation to New York, Boston and Philadelphia. The American Line, Southampton Service, and the Canadian Lines except when sailing to United States ports other than Portland, are allowed to include the rail ticket to or from London in the ocean fare. Except when otherwise stated above through booked passengers must pay in addition to the ocean fare the actual official tariff rate of the transportation companies by which the transportation takes place, and such fare must always be separately quoted and appear separately on the ticket.
- 12. Steamers carrying only Second Cabin Passengers as distinguished from Saloon, must appear in all advertisements, circulars, or other printed matter issued by the Line, as carrying Second Cabin passengers only, without any reference to such passengers enjoying so called Saloon privileges.
- 13. Each adult passenger shall be entitled to 20 cubic feet of personal baggage free of charge. Extra baggage will be charged for at the rate of 1/- per cubic foot as far as possible. Bicycles will be charged 10/-; they must be crated.
  - 14. Commissions to Agents on Second Cabin Business shall be as follows:

FOR TICKETS ISSUED IN AMERICA, 5 per cent with a minimum of \$3 per adult for a single passage, and \$5 per adult for a round trip passage. An extra commission of \$1 for a single passage, and \$2 for a round trip passage, may be allowed to scheduled General Agents at the recognized general passenger agency points.

No commission will be allowed in New York City except to Messrs. Thomas Cook & Son and Henry Gaze & Son, who shall not be allowed to book passengers in New York City or vicinity except in connection with their advertised tours. Commission may, however, be paid to any party provided they furnish not less than 25 passengers in one party for any one sailing. In any city or town within a radius of 10 miles from New York City Hall (but not New York City itself) each Line may appoint one agent, whose name and address shall be filed with the Secretary, and to whom they shall be at liberty to pay commission on First or Second Cabin business. Said agent shall be disqualified by all Lines if found guilty of dividing his commission with any outside party.

The term New York City is understood to mean New York City as defined by the boundaries existing prior to the passing of the "Greater New York Bill."

For Tickets Issued in Europe—In Great Britain the commission to any agent to be 5 per cent with a minimum of 9/- per adult for a single passage, and 18/- per adult for a round trip ticket. On the Continent not more than 10 per cent of the passage money to General Agents, and 5 per cent to Tourist Offices. Bankers and special Cabin Agents with a maximum of 15/- per adult for a single passage, and 30/- for a round trip passage. General Agents are such Agents in the Cabin and Steerage Business who have their own Sub-Agents' organizations. It is agreed that such General Agents cannot pay to their Sub-Agents more than 5 per cent commission.

The N. D. L. V. Lines will endeavor to reduce these commissions payable on the Continent, and if they succeed in establishing such reductions, the British Lines agree to adopt such reduced commissions as Continental Lines may arrange.

7418

- 15. The commission includes telegraphic expenses of Agents for securing berths, etc., and no re-fund or allowance shall be made for them.
- 16. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at London.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party bereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal
  - office in England of such British Line and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.
  - (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
  - (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the

party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the cost of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.
- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by 7424

the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award
  - (i) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile. residence or office of business of the parties to this Agreement may be or become.
  - (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.
  - 17. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nord Atlantischer Dampfer Linien Verband.
  - 18. Any Line is at liberty to retire from this Agreement on giving 14 days' notice.

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19. This Agreement shall take effect, and circulars and tariffs shall be issued and mailed not later than on the 1st July, 1898.

ALLAN LINE LIVERPOOL & LONDON.

Allan Brothers & Co.,

Liverpool and London, Limited.

R. G. Allan, Director.

ALLAN & STATE LINES, GLASGOW.

Jas. & Alex. Allan.

AMERICAN LINE.

Richardson, Spence & Co.

ANCHOR LINE.

Henderson Brothers.

BEAVER LINE.

For the Beaver Line.

D. & C. Mac Iver, Managers.

CUNARD LINE.

A. P. Moorhouse.

DOMINION LINE.

Richards, Mills & Co.

WHITE STAR LINE.

Ismay, Imrie & Co.

HAMBURG-AMERIKA LINE.

Ballin.

HOLLAND-AMERICA LINE.

Reuchlin.

7431

7430

NORDDEUTSCHER LLOYD.

von Helmolt.

RED STAR LINE.

Ed. Strasser.

Liverpool, 25th June, 1898.

# SECOND CABIN BUSINESS.

Liverpool, November 2nd, 1900.

We, the undersigned, hereby agree to charge cash and prepaid minimum second cabin rates on the following basis:

	Br	ritish Rat	tes
		Gross	
Allan Line	Bavarian, Tunisian)		
Liverpool (	Canadian Service Other		
		£7.10.0	\$37.50
Allan State (	Glasgow-New York		
Allan Bosto	n Cattle		
American Lin	e From London and/or		
			40
American Lir			
Anchor Line	Furnessia	£7. 0.0	35
(City of Rom			0-0
		£8. o.o	40
Canadian S	ervice Other Steamers	£7.10.0	37.501
Cunard Line	Campania, Lucania	£8,10,0	42.50
	Etruria, Umbria	£8. o.o	40 10/-\$2.50
	Servia, Aurania	£7.10.0	37.50 additional
	Ivernia, Saxonia		
White Star	Oceanic		
	Majestic, Teutonic	£8. 0.0	
	Liverpool ( steamers Allan State ( Allan Bosto American Lin Southampte American Lin Anchor Line (City of Rom Dominion Lin ada, Comm Canadian S Cunard Line	Allan Line Bavarian, Tunisian) Liverpool Canadian Service Other steamers  Allan State Glasgow-New York Allan Boston Cattle American Line From London and/or Southampton American Line Philadelphia Anchor Line Furnessia Other S/S  (City of Rome not sailing at present) Dominion Line New England, Canada, Commonwealth Canadian Service Other Steamers Cunard Line Campania, Lucania Etruria, Umbria Servia, Aurania Ivernia, Saxonia White Star Oceanic	Allan Line Bavarian, Tunisian) Liverpool Canadian Service Other steamers ) £7.10.0 Allan State Glasgow-New York £6.10.0 Allan Boston Cattle £6. 5.0 American Line From London and/or Southampton Southampton £8. 0.0 American Line Philadelphia £7. 0.0 Anchor Line Furnessia £7. 0.0 Other S/S (City of Rome not sailing at present) Dominion Line New England, Canada, Commonwealth £8. 0.0 Canadian Service Other Steamers £7.10.0 Cunard Line Campania, Lucania £8.10.0 Etruria, Umbria £8. 0.0 Servia, Aurania £7.10.0 Ivernia, Saxonia £8. 0.0 White Star Oceanic £8.10.0

The above arrangement is subject to the usual 14 days' notice.

The above rates are to be put in operation on Monday the 12th instant.

That the gross rates fixed by the Lines be adopted as net rates for Scandinavian business off East Coast

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port; and that the rates from Continental ports be £1.0.0 higher than the rates fixed for British business.

## Memo by the Secretary

N. B. The attention of Lines is respectfully called to Clause 6 in the Continental Agreement, which requires the minimum second cabin Continental rates to be about £8.0.0 for Slow Lines and £9.0.0 for Fast Lines off the Continental Port.

(Initials undercipherable.)

#### Petitioner's Exhibit 731.

This Agreement amongst British Lines is supplementary to the Agreement concerning Second Cabin business with Continental Lines.

### SECOND CABIN BUSINESS.

AGREEMENT ON SECOND CABIN BUSINESS: between the following British Lines: Allan Line, American Line, Anchor Line, Beaver Line, Cunard Line, Dominion Line and White Star Line.

1. The minimum Second Cabin rates, both East and Westbound of the British Lines to be:

7439	and Westbound of the British Lines to be:	Otti	1.0	131
1400	American Line, Southampton Service—			
	S.S. "St. Paul," "St. Louis," "Paris,"			
	"New York"	£8	10	0
	S.S. "Berlin," "Chester"	8	0	0
	American Line, Philadelphia Service	7	0	0
	Allan Line, Liverpool Canadian Service	7	O	0
	Allan Line and State Line, Glasgow	6	10	0
	Anchor Line—			
	S.S. "City of Rome"	7	10	0
	S.S. "Furnessia"	7	0	0
	Other Steamers		10	
	Beaver Line—			
7440	S.S. "Gallia," "Superior," "Ontario"	7	0	0
1410	Other Steamers	6	10	0
	Cunard Line—			
	S.S. "Campania," "Lucania"	9	0	o
	S.S. "Etruria," "Umbria"	8	10	0
	S.S. "Servia," "Aurania"	8	0	0
	S.S. "Catalonia," "Cephalonia," "Pavo-			
	nia"	7	10	0
	Dominion Line—			
	S.S. "Canada," "New England"	8	O	o
	Liverpool Canadian Service	7	0	0

White Star Line-

S.S.	"Majestic,"	"Teutonic"	8 10	0
S.S.	"Adriatic,"		7 10	0

- The British Lines agree to charge 20s, more than the above-named rates from or to all Continental ports.
- 3. That the gross Rates fixed by British Lines for British Business as named above, are adopted as nett rates for Scandinavian Business off East Coast Ports.
- 4. That the rules and regulations in operation July, 1893, and those for Agents annexed, be considered part of this Agreement.
- 5. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at London.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of any party hereto and shall be deemed to have been delivered in the ordinary course of post.
- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbi-

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trator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(c) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalities accordingly.

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be dis-

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qualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.
- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or

7448

amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

- 6. Any Line is at liberty to retire from this Agreement on giving 14 days' notice.
- This agreement shall take effect, and circulars and tariffis shall be issued and mailed not later than on the 1st July, 1898.

ALLAN LINE LIVERPOOL & LONDON.
Allan Brothers & Co.,
Liverpool and London, Ltd.,
R. G. Allan, Director.

Allan & State Lines, Glasgow.

Jas. & Alex. Allan.

AMERICAN LINE
Richardson, Spence & Co.
Anchor Line.

Henderson Brothers.
BEAVER LINE.

For the Beaver Line,
D. & C. MacIver, Managers.

Cunard Line.
A. P. Moorhouse.

DOMINION LINE. Richards, Mills & Co.

White Star Line Ismay, Imrie & Co.

Liverpool, 15th June, 1898.

7451

### SUPPLEMENTARY.

Addition to Second Cabin Agreement taking effect July 1st, 1898:

ALLAN LINE—Glasgow Boston Cattle Steamers £6 5 o

AGREED-

ALLAN LINE LIVERPOOL & LONDON ............
John Ennis.

American Line .....

Richardson, Spence & Co.

BEAVER LINE .....

D. & C. MacIver.
CUNARD LINE .....

A. P. Moorhouse.

DOMINION LINE .....

Richards, Mills & Co.

WHITE STAR LINE .....

Ismay, Imrie & Co.

LIVERPOOL, 29th June, 1898.

For British & Irish Agents.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

7455

REVISED REGULATIONS FOR AGENTS

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part

7457

of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

Allan Line Allan Brothers & Co. Liverpool and London, Limited.

Allan State Line J. & A. Allan.

American Line, Liverpool-Philadelphia American Line, Southampton-New York Richardson, Spence & Co.

Anchor Line Henderson Brothers.

7458 Beaver Line D. & C. MacIver.
Cunard Line The Cunard Steamship Co., Limited.
Dominion Line Richards, Mills & Co.
White Star Line Ismay, Imrie & Co.

Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License.

2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license.

Amount actually received to be entered in the Ticket.

The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

No return or allowance to be made to Passengers or other persons.

4. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or Returning any Fortion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any Person Whatever. They are also prohibited from appointing Sub-Agents. The commission includes telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them.

Inland Bookings of Emigrant or Colonist Class, must take place through the Steamship Company only, and only to places mentioned in the Tariff,

5. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote rates to Passengers nor to cause them to be booked nor to receive commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class Rates.

7460

Remittances.

6. Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference. No allowance is made for postage or any other charge excepting cost of Bankers' Drafts, Postal or Post-Office Order. Under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

7463

Bill-posting.

No charge is allowed to be made by Agents for bill-posting.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

8. No Circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agents' business.

7464

Advertising rates of passage.

 When an Agent Advertises a Rate for Passage to America he must distinctly name the Line by which such rate is available.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Charge for Lodgings in Liverpool.

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

7466

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

Commission on Board or Lodging.

(c) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

Baggage Labels.

- (D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.
- 11. No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Con-

ference Secretary or to the Steamship Company he represents.

ALLAN BROTHERS & Co. LIVERPOOL & LONDON, LIMITED.

Allan Line.

J. & A. ALLAN

Allan State Line.

RICHARDSON, SPENCE & Co.

American Line, Liverpool-Philadelphia.

American Line, Southampton-New York.

HENDERSON BROTHERS

Anchor Line.

D. & C. MACIVER

Beaver Line.

THE CUNARD STEAMSHIP CO.

Cunard Line.

RICHARDS, MILLS & Co.

Dominion Line.

ISMAY, IMRIE & Co.

White Star Line.

July 1st 1898.

### Petitioner's Exhibit 732.

7471

#### CONTINENTAL BUSINESS.

### Agreement

Between The Following British Lines, viz:

Allan and Allan State (Liverpool, London and Glasgow), American (Liverpool and Philadelphia, and Southampton and New York), Anchor, Beaver, Cunard, Dominion and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing Agreement with the Continental Lines.

### CONTINENTAL BUSINESS.

7472

#### Agreement

between the following British Lines, viz:—Allan and Allan State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion, and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing Agreement with the Continental Lines.

This traffic will be pooled in the manner following:

1.—(a) The traffic to be pooled as per clause (b) and the pooled amount divided in the following percentage proportions. Traffic until 10th September. 1898, is subject to distribution as per Agreement of 10th September, 1895, afterwards.

Ĩ.	Allan Line (L	iverpool)			,
2.	" (Gl	lasgow)			
3.	American Line	(Liverpool)			
4.	66	(Southampt	o	n	
5.	Anchor Line				
6.	Beaver Line				
7.	Cunard Line				

- 8. Dominion Line
  9. White Star Line
  Lines numbered 1, 2, 3, 5, 6
  and 8 receive 79 per cent,
  Lines numbered 4, 7 and 9
  receive 21 per cent. Each
  group to arrange its own
  Subdivision.
- (b) The Lines to pool the net Passage Money received off Liverpool, Glasgow, or Southampton, less a carrying rate of £1 10/- per adult.
- 2.—The rates to be charged by British Lines to be those fixed by clause 6 of agreement with Continental Lines.
  - 3.—All Lines having more than one service reserve the right to carry their Pool Shares of the traffic by any of their different services as may suit these Lines respectively.
  - 4.—Pool settlements will be made weekly, and the Lines to furnish to the Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool, not later than Monday in each week, a full and exact return of all Continental Passengers carried during the previous week, and furnish the particulars required by Clause 10 of the Agreement with Continental Lines.
  - 5.—No passenger of Continental origin (as defined in Clauses 3 and 5 of Agreement with Continental Lines) shall be booked as a British Passenger who has not resided in Great Britain for at least 5 weeks.
  - 6.—The British Lines retire altogether from Italian business Westbound, except the Anchor Line, for their service direct from the Mediterranean to America.

7475

- 7.—This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, and subject to Clause 4 of Agreement with Continental Lines.
- 8.—All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at Liverpool.

7478

- (b) Notice in writing of an intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post, prepaid in a registered letter duly addressed to the principal office in England of any party hereto, and shall be deemed to have been delivered in the ordinary course of post.
- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been

chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The Arbitrator or Arbitrators shall take into 7481 consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.
  - (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50. nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.
  - (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereoi by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall

be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.
- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any Arbitration hereunder.

American Line (Liverpool and Philadelphia, Southampton and New York)

RICHARDSON, SPENCE & Co.

Allan Line, Liverpool and London,
ALLAN BROTHERS & Co.,
Liverpool and London, Limited,
R. G. Allan, Director.

7484

Anchor Line.

HENDERSON BROTHERS.

Beaver Line.

For the Beaver Line, D. & C. MAC IVER, Managers.

Dominion Line, Liverpool,

RICHARDS, MILLS & Co.

Cunard Steamship Co., Ltd.,

A. P. Moorhouse.

Allan Line & Allan State Line, Glasgow,

JAS. & ALEX. ALLAN.

White Star Line,

ISMAY, IMRIE & Co.

7487 Liverpool, 1st July, 1898.

#### Petitioner's Exhibit 733.

7489

BRITISH BUSINESS.

(STEERAGE WESTBOUND.)

Agreement

Between the Following British Lines, viz:

Allan and Allan and State (Liverpool, London, and Glasgow); American (Liverpool and Philadelphia and Southampton and New York); Anchor; Beaver; Cunard; Dominion and White Star.

7490

Telegraph Address:
"Passenger," Liverpool.
E. S. Smyth,
Secretary.

NORTH ATLANTIC PASSENGER CONFERENCE,

23 Water Street.

(COPY.)

Liverpool, September 18th, 1900.

7491

British Business (Eastbound).

It is hereby agreed that the advance of ten shillings or its equivalent in British Cash and Prepaid rates be followed by a similar advance in British Eastbound rates, and that the undersigned cable American representatives to this effect at the same time that they cable the agreed advance in Scandinavian and Finnish rates, Westbound and Eastbound, viz., on 20th instant.

7494

## Petitioner's Exhibit 733

Subject Claim Agreement. White Star Line, Royal Mail Steamers.

#### LIVERPOOL TO NEW YORK,

Every Wednesday,

Calling at Queenstown every Thursday.

#### ADVANCE IN THIRD CLASS RATES.

To our British and Irish Agents.

7493 It has this day been agreed by the Lines—Members of the North Atlantic Passenger Conference—to advance the Third Class Rates by 10/-, to be put in force on receipt of this advice.

You will therefore please charge the following Rates for all future bookings:

£6, per "Oceanic," "Majestic" and "Teutonic," £5. 15s. per "Germanic," "Britannic," and "Cymric."

Please alter all Sailing Bills in conformity, pending receipt of a new supply now in the Printers' hands.

Advices of any bookings at the £5 5s. and £5 10s. Rates must be sent us by return mail, otherwise we shall be unable to accept same.

As intimated in our post card of the 12th instant, the "Oceanic," 19th inst., has now only room for Single Men Rate £6.

Yours truly,

ISMAY, IMRIE & CO.

Passenger Department, Liverpool, 15th September, 1900.

### Petitioner's Exhibit 734.

7495

SCANDINAVIAN

AND

FINNISH BUSINESS.

INCLUDING ICELAND.

(Steerage Westbound.)

#### AGREEMENT

Between the Following British Lines, viz.:

Allan and Allan and State (Liverpool, London and Glasgow): American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Scandinavian-American Line, Copenhagen.

7496

Telegraph Address:
"Passenger," Liverpool.
E. S. Smyth,
Secretary.

NORTH ATLANTIC PASSENGER CONFERENCE,

23 Water Street.

7497

(COPY.)

Liverpool, September 19th, 1900.

Scandinarian and Finnish Business.

It is hereby agreed that the Scandinavian and Finnish rates Cash and Prepaid Westbound, be advanced by ten Kroners for Cash, and \$2.50 for Prepaids, and the Eastbound rates by one and half dollars (\$1.50).

The advances to be put in operation on the 22nd instant, and to remain in force for Westbound at least for two months; and for Eastbound up to 15th December in accordance with undertaking to the Danish Line. New York Offices to be cabled re-advance in Scandinavian and Finnish Prepaids and British, Scandinavian and Finnish Eastbound rates on 20th instant.

Liverpool, December 6th, 1898.

7499

### SCANDINAVIAN AND FINNISH

STEERAGE PASSENGER BUSINESS

(Including Iceland).

AGREEMENT between the following British Lines, viz: Allan, and Allan-State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Scandinavian American Line, from Copenhagen.

1. That prepaid rates for Scandinavian Business, Denmark, Norway, Sweden (other than Stockholm) from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavenger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg, be-

8500

#### Per Adult

1 6	1 Maint	
Scandinavian-American Line for-		
S.S. Hekla (for Denmark only)	\$28.00	)
S.S. Hekla (for Norway and Sweden)	27.00	plus \$2.50.
S.S. Norge, Island and Thingvalla	27.00	

#### Petitioner's Exhibit 734 7501 Allan Line, Liverpool and Allan-State Line: Glasgow ..... 26,00 American Line, Southampton: S.S. St. Paul, St. Louis, Paris, New York... 30.75 S.S. Berlin, and Chester ...... 26.00 Vaderland ..... 28.50 American Line, Liverpool ..... 26.00 Anchor Line ..... 26.00 Beaver Line ..... 26.00 Cunard Line: S.S. Campania, Lucania, Etruria, Umbria... 30.75 S.S. Servia, Aurania, and Boston Steamers 26.00 7502 Ivernia, Saxonia ..... 28.50 New England, Canada ..... 28.50 Dominion Line ..... 26.00 White Star Line: S.S. Teutonic, Majestic ..... 33.25 S.S. Cymric, Britannic, Germanic, Adriatic 28.50 Cedric, Celtic basis..... 28.50 plus \$2.50 \$31. From Stockholm the rate to be \$3 additional. 7503 Children between 1 and 12 years, half fare; Infants under 1 year, \$3. Commission to Agents, \$2 per adult. That gross cash rates for Scandinavian business, Denmark, Norway, Sweden (other than Stockholm) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen Dronthiem, Christiansund, Aalesund, Arendal, Laur-

vik, Skien and Aalborg-

			t off		
	SCANDINAVIAN-AMERICAN LINE for Gr	oss. Cope	nhage	n.	
	S.S. Hekla (Denmark only)Kr	. 110	Kr. 9	8	
	S.S. Hekla (Norway and Sweden only)Kr	. 105	Kr. 9	3	
	S.S. Norge, Island and Thingvalla	. 103	Kr. 9	1	
		Nett o	off		
	ALLAN LINE, Liverpool, ALLAN STATE	candinavi	an Po	rt.	
	LINE, GlasgowKi	. 98	£4	15	0
	AMERICAN LINE (Southampton),				
	S.S. St. Paul, St. Louis, Paris, New York	r. 117	.£5	15	O
	S.S. Berlin, Chester	r. 98	.£4	15	0
7505	Vaderland	108	.£		
	AMERICAN LINE, LiverpoolK	r. 98	.£.4	15	0
	ANCHOR LINEK			15	O
	BEAVER LINEK	r. 98	.£4	15	0
	CUNARD LINE, S.S. Campania, Lucania,				
	Etruria, UmbriaK	r. 117	.£5	15	0
	S.S. Servia, Aurania, and Boston SteamersK	r. 98	.£4	15	0
	Ivernia Saxonia				
	DOMINION LINEK	r. 98	.£4	15	0
	New England & CanadaK				
	WHITE STAR LINE, S.S. Teutonic, Majestic K			15	0
	CEDRIC & CELTIC				
	S.S. Britannic, Germanic, Adriatic, Cymric K		£4	15	0

7506

Gross rate from Stockholm to be Kr. 12 higher than above.

Children between 1 and 12 years, half fare; Infants under 1 year, 10 Krs. Gross. 10/-each nett. Commission to Head Agent, 12 Krs. per adult. 6.00 Krs. per child.

When any service has more than one rate, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamer or Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders

of lower rate tickets by higher rated Steamers, unless they have been paid difference in rate.

2.—Prepaid Rates for Finnish Business, to or from ports of Abo, Hango or Helsingfors.—

That Prepaid Rates for Finnish Business be the same as for Stockholm, that is \$3 higher than the Scandinavian Prepaid Rates tabulated above, Children between 1 and 12 years, half fare; Infants under 1 year, \$3. Commission \$2 per adult.

That the gross Cash Rates for Finnish Business by direct Steamers from Abo, Hango or Helsingfors, via Hull or Copenhagen, be fixed as follows:

Fi SCANDINAVIAN-AMERICAN LINE for S. S.	innish Marks.	Finni	-1 I		
SCANDINAVIAN-AMERICAN LINE for S S			sn .	Ports.	
Dentify the state of the barrier of					
Hekla	162		145		
S.S. Norge, Island and Thingvalla	159		142		
ALLAN LINE, Liverpool	155	£5	8	6	
ALLAN LINE and STATE LINE, Glasgow	155		8		
AMERICAN LINE, Southampton, S.S. St. Paul,		_			
St. Louis, Paris, New York	181	6	8	6	
S.S. Berlin, Chester	155	5	8	6	
Vaderland	169				
AMERICAN LINE, Liverpool	155	5	8	6	7500
ANCHOR LINE	155	5	8	6	7509
BEAVER LINE	155	5	8	6	
CUNARD LINE, S.S. Campania, Lucania, Etruria,					
Umbria	181	6	8	6	
S.S. Servia, Aurania and Boston Steamers	155	5	8	6	
Ivernia, Saxonia	169				
DOMINION LINE	155	5	8	6	
WHITE STAR LINE, S.S. Teutonic, Majestic	183	6		6	
CEDRIC & CELTIC	183				
S.S. Adriatic, Cymric, Britannic, Germanic	155	5	8	6	

Children between 1 and 12 years, half fare; Infants under 1 year, 15 Marks gross, 10/-net. Commission to Head Agents, 17 Finnish Marks per adult.

3.—That the Cash Rate for Icelandic passengers be fixed as follows:—For fast steamers 140 kroners, for all other steamers of the Lines party hereto, 115 from Iceland to landing port in America. Children between 1 and 12 half fare, Infants 10 kroner, 10s. net. Commission to Head Agents 9 kroner per Adult, Kr. 4.50 per child. No prepaids to be issued.

All the foregoing rates apply only to Steamers at 7511 present employed in the services of the Lines.

- 4.—The British Lines agree to discontinue Free forwarding of passengers from any Norwegian port to any other Scandinavian port for shipment.
- 5.—That beyond said commission no allowance of any kind based upon results, present, prospective or retrospective, be made. Each Company shall, however, be at liberty to allow its Head Agents such sum per annum, fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 19 hereof.
- 7512 6.—That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore, except Beaver Line, who are permitted to book at Ocean Rate to New York and Boston.
  - 7.—The Scandinavian-American Line to confine its direct business to the ports it ran from prior to July, 1893, and to its present fleet, except that the "Thingvalla" and "Island" be permitted to call at Gothenburg.

7514

- 8.—That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in torce for the Steamer carrying such Passengers.
- 9.—The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.
- 10.—Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.
- 11.—The Scandinavian-American Line undertakes not to engage as steward, or in any other capacity, for the passage out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time for an examination into the circumstances, should the Secretary or the Association desire it.
- 12.--The Secretary of the Passenger Conference, at 23, Water Street, Liverpool, shall act as Secretary in Europe under this Agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scandinavian and Finnish and Icelandic passengers carried during the previous week.
- 13.—Free and reduced passages being prohibited, no passenger shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives. No free passages shall be given to Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; the intention being that excepting that the principals of the different Firms or

Lines are at liberty to grant free passes to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

- 14.—All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall at the option of the complaining party take place at Copenhagen, Liverpool or Glasgow.
- (b) Notice in writing of an intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post.
  - (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act in his behalf, and the two Arbitrators so chosen, shan appoint an Umpire.
  - (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator

in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damages for breach of this agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 4 sub-clause (b) of the Rules for Agents.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the Award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement com7520

plained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.
- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.
- (1) Disposal of Fines.—All Fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.
- (m) This Agreement may be made a rule of Her Majestiy's Court of Queen's Bench, or Her Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those

7523

Courts, may be made a rule of any court in whose jurisdiction such party may reside.

15.—That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending line, with their interpreters, and the Acting Secretary under this Agreement or his nominee.

In the event of the Secretary being the representative of the complaining or defending Line, another Secretary shall be nominated by the Lines other than those at issue.

16.—That the annexed Agreement Rules and Regulations for Agents considered part of this Agreement be adopted and enforced.

17.—This Agreement to be subject to right of withdrawal by any Line on giving fourteen days' notice.

18.—The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

19.—That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line Liverpool and London, and Allan and State Line Glasgow to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool, being likewise counted as one Line.

7527

(Signed)

ALLAN LINE, Liverpool and London, Allan Brothers & Co., Liverpool and London, Limited, J. H. Allan, Director.

ALLAN & STATE LINES, GLASGOW,

Jas. & Alex. Allan.

AMERICAN LINE, (Liverpool & Philadelphia, Southampton & New York), Richardson, Spence & Co.

ANCHOR LINE,

Henderson Brothers.

BEAVER LINE—For the Beaver Line, D. & C. Mac Iver.

CUNARD LINE,

The Cunard Steamship Company, Limited, A. P. Moorhouse, General Manager.

DOMINION LINE,

Richards, Mills & Co.

SCANDINAVIAN-AMERICAN LINE, For Det Forenede Dampskibs Selskab. Chr. Larsen, Director.

WHITE STAR LINE,

Ismay, Imrie & Co., Managers.

7530

Liverpool, December 6th, 1898.

#### FINNISH STEERAGE BUSINESS.

The following AGREEMENT has this day been entered upon between the following British Steamship Lines, viz.:—Allan and Allan-State (Liverpool and Glasgow); American (Liverpool and Southampton); Anchor; Beaver; Dominion; Cunard; and White Star, hereinafter called "The Lines," and the Finska Angfartygs Aktiebolaget of Helsingfors, Managing Director Mr. Lars Krogius, and hereinafter called the "Finska Company."

7532

That the Finska Company undertakes to maintain regular weekly service between Hull and Finland (Abo Hango and Helsingfors in summer and Hango only in winter, ice permitting) and by establishing Sub-Agencies at different important places in Finland, shall work for the engaging of the Finnish emigrants or steerage passengers to United States and Canada solely for the Lines and provide for their transportation from Finland (Ports as above) to Hull and vice versa on conditions hereinafter set forth.

That the Lines undertake to protect the Finska Company in their working for this mutual business, by engaging that the British Lines' rate from Stockholm shall at no time be less than their rate from Hango, Helsingfors or Abo.

The Lines undertake that, so far as practicable, they will confine the forwarding of their Finnish passengers, both Eastbound and Westbound, to the steamers of the Finska Company.

The Finska Company to sign the General Agreement Regulations relating to Scandinavian and Finland Steerage Passenger Business on behalf of each and all of their Sub-Agents.

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#### Petitioner's Exhibit 735

The Finska Company to have fourteen days' notice of any intended change in existing rates.

The Finska Company undertakes to transport the Emigrants in their Steamers from Finland, (Ports as above), to Hull and *vice versa* on following conditions, (unless specially agreed upon by the Finska Company in case of any contingency menacing the mutual interest).

For Prepaid and Cash Business:-

24% (Twenty-four per cent), of the maximum nett rate with a minimum of 25/-.

For East Bound Business:-

24% (Twenty-four per cent), of the maximum nett rate with a minimum of 20/-.

The rate for children between 1 and 12 years being half that of an adult. Infants under 1 year free.

The maximum nett rate herein referred to shall be arrived at by deducting \$2 from the gross Prepaid or Eastbound rate and 17 Finnish Marks from the Gross Cash Rate.

All cost of advertising in Finland, Printing (except the usual pictures and posters supplied by the Lines). the erection and maintenance of Hotels, &c., shall be borne by the Finska Company.

This Agreement to remain in operation so long as the British Lines' present Scandinavian Agreement dated Dec. 6th, 1898, remains in force, and subject to 14 days' notice from either side.

(Signed)

ALLAN LINE, Liverpool and London, Allan Brothers & Co., Liverpool & London, Ltd., W. Becket Hill.

ALLAN & STATE LINES, Glasgow,
Jas. & Alex. Allan.

### Petitioner's Exhibit 735

7537

AMERICAN LINE, Liverpool and Philadelphia, Southampton and New York.

Richardson, Spence & Co.

ANCHOR LINE,

Henderson Brothers.

BEAVER LINE, For the Beaver Line-

D. & C. Mac Iver.

CUNARD LINE-

The Cunard Steamship Co., Ltd.,

A. P. Moorhouse, General Manager.

DOMINION LINE-

Richards, Mills & Co.

WHITE STAR LINE—

Ismay, Imrie & Co., Managers.

FINSKA COY.-

p.p. Finska Angfartygs Aktiebolaget Lars Krogius.

7539

# 7540 Petitioner's Exhibit 736.

NOTE.—The alterations below are principally as authorized by Minute 323, 8th October, 1900, when an all-round advance of 10/- came into force. . . . . .

BRITISH BUSINESS (STEERAGE WESTBOUND).

AGREEMENT between the following British Lines, viz.:—Allan and Allan and State, (Liverpool, London, and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; and White Star.

7541 1893, and also those for Agents annexed, be considered part of this Agreement.

2.—That the commission to any Agent for securing Cash Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and for Prepaid Passengers, \$2 per adult, \$1 per Child, \$0.50 per Infant.

3.—That the rates be as follows:

	ALLAN LINE Liverpool Canadian Service	£5	10	0	\$26.50
	York Service	5	10	0	26.50
7542	Do. Do. Boston Cattle Steamers.  AMERICAN LINE Southampton—New York Serv-	5	5	o	26.50
	ice-S. S. St. Paul, St. Louis, Philadelphia, New York	6	0	o	28.75
	S.S. Vaderland				
	S.S. Southwark, Kensington	5	10	0	26.50
	AMERICAN LINE—Philadephia			0	
	ANCHOR LINE S. S. Furnessia, Columbia	5	15	0	27.75
	Other Steamers				
	DOMINION LINE S.S. Canada and New England  Merion, Commonwealth			0	
	Liverpool Canadian Service	5	10	0	26.50

# Petitioner's Exhibit 736 7543 CUNARD LINE S.S. Campania, Lucania, Etruria, 6 o o.... 28.75 Umbria S. S. Aurania, and Boston Service ...... .. 5 15 0.... 27.75 Ultonia, Ivernia, and Saxonia WHITE STAR LINE S.S. Teutonic, Majestic ..... 6 o o .... 28.75 and Oceanic S.S. Britannic, Germanic, Cymric, Celtic, Cedric 5 15 0.... 27.75 Children between 1 and 12 years half fare; Infants under 12 months 10/- cash, \$3 prepaid. When any Service has two rates, Prepaid or Cash Tickets at the lower rates shall plainly state they are 7544 only available for the named Steamers to which the 'ower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated steamers, unless they have been paid difference in rate. The foregoing rates apply only to Steamers at present employed in the Services of the Lines. 4.—That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The 7545 Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate. 5.—That free railway tickets be granted only from United States ports of debarkation to New York, Bos-

ton, Philadelphia, or Baltimore.

6.—That Homeward orders be the equivalent of the East Bound rate at the exchange of 4/- per \$1 (commission 6/-) from New York, Boston, Philadelphia, and Baltimore to ports of debarkation, except in

the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines who may give free rail tickets Liverpool to London.

7.—The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

8.—This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, subject to clause 7, and to the power of suspension being exercised by any line should any new line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

9.—That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.

- 10.—All parties mutually agree that any disputes or claim between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:—
- (a) Arbitration proceedings in Europe shall take place at Liverpool.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining

party, and stating the nature, and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post.

(c) Unless the disputing parties mutually agree to the appointment of a Single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

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(d) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

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(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for

each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

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- (i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.
- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made

in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitration Act, 1889, or any Statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

AMERICAN LINE.

(Liverpool and Philadelphia) (Southampton and New York)

Richardson, Spence & Co.

ALLAN LINE, Liverpool and London,
Allan Brothers & Co.,
Liverpool and London, Ltd.,
R. G. Allan, Director

ALLAN LINE AND STATE LINE, Glasgow, Jas. & Alex. Allan

ANCHOR LINE,

Henderson Brothers.

CUNARD STEAMSHIP CO. LTD.,

A. P. Moorhouse.

DOMINION LINE, Liverpool,

Richards, Mills & Co.

WHITE STAR LINE,

Ismay, Imrie & Co.

Liverpool, June 15th, 1898.

The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

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## Petitioner's Exhibit 736

FOR BRITISH & IRISH AGENTS.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the surt of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1.—No agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The names of the North Atlantic Passenger Conference Companies are:—

The Conference Lines.

- 2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license; or to obtain tickets, directly or indirectly, through or by any other Agent or person. Agents are also prohibited from appointing Sub-agents.
- Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License or appoint Sub-Agents.
- 3.—The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

Amount actually received to be entered in the Ticket.

5—Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or RE-TURNING ANY PORTION OF THEIR COM-MISSION, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other 'Agents, or ANY PERSON WHATSOEVER.

No return or allowance to be made to Passengers or other persons.

4—No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland nor to receive commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class or Mixed Class Rates. In col-

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# Petitioner's Exhibit 736

lecting inland fares Agents must be careful to charge the Inland tariff rate from the Port at which passengers land from the Atlantic steamer. It is not permissible to use the tariff rate from any other port.

Inland Bookings of Emigrant or Colonist or second or mixed class, must take place through the Steamship Company only, and only to places mentioned in the Tariff

7—Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference.

Remittances.

6—No charge is allowed to be made by Agents for bill-posting.

Bill-posting.

8.—No circular or publication of any kind reflecting upon, or instituting any comparison unfavourable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agents' business.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

9.—When an Agent Advertises a Rate for passage to America he must distinctly name the Line by which such rate is available, and see that the rate inserted in the Advertisement is the correct one charged by the Line.

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Advertising rates of passage.

Io.—In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Connection between Liverpool City Agents and Agents outside Liverpool.

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(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

Charge for Lodgings in Liverpool.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

(c) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

7569

Commission on Board or Lodging.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

# Petitioner's Exhibit 736

Baggage Labels.

Revised Oct. 18th, 1900.

11.—No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

7871	ALLAN BROTHERS & Co. LIVERPOOL & LONDON LIMITED
	RIDHARDSON, SPENCE & Co.   American Line, Liverpool—Philadelphia.   American Line, Southampton—New York
	HENDERSON BROTHERS
	RICHARDS, MILLS & Co

#### Petitioner's Exhibit 737.

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Note.—Corrected February 19, 1903. Alterations in Italics.

(Cover.)

#### BRITISH BUSINESS

(Steerage Westbound.)

#### AGREEMENT

BETWEEN THE FOLLOWING BRITISH LINES, VIZ:

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Allan and Allan and State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard: Dominion; and White Star.

#### BRITISH BUSINESS

(STEERAGE WESTBOUND.)

## Agreement

7575

Between the following British Lines, viz:—Allan and Allan and State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; and White Star.

- 1.—That the rules and regulations in operation July, 1893, and also those for Agents annexed, be considered part of this Agreement.
- 2.—That the commission to any Agent for securing Cash Passengers shall not exceed six shillings per

adult, three shillings per child, one shilling per infant; and for Prepaid Passengers, \$2 per adult, \$1 per child, \$0.50 per infant.

3.-That the rates be as follows:-

			Cash	P	repaid
	Allan Line Liverpool Canadian				
	Service	£5	IO	0	\$26.50
	Allan Line and State Line Glas-				
	gow-New York Service	5	10	o	26.50
	Allan Line and State Line Bos-				
7577	ton Cattle Steamers	5	5	0	26.50
	American Line Southampton-				
	New York Service-S. S. St.				
	Paul, St. Louis, Philadelphia,				
	New York	6	0	0	28.75
	Vaderland	5	15	0	27.75
	American Line—Philadelphia	£5	10	0	\$26.50
	Anchor Line S. S. Furnessia,				
	Columbia	5	15	0	27.75
	Other Steamers	5	10	0	26.50
	Dominion Line S. S. Canada,				
	New England, Commonwealth,				
	Columbus, Mayflower	5	15	0	27.75
7578	Liverpool Canadian Service	5	10	0	26.50
1910	Cunard Line S. S. Campania,				
	Lucania, Eturia, Umbria	6	0	0	28.75
	S. S. Aurania, and Boston Ser-				10
	vice Ultonia, Ivernia and Sax-				
	onia	5	15	0	27.75
	White Star Line S. S. Teutonic				-1.13
	Majestic, and Oceanic	6	0	0	28.75
	S. S. Britannic, Germanic,				,
	Cymric, Celtic, Cedric	.5	15	0	27.75
			0		-1.13

Children between 1 and 12 years half fare; Infants under 12 months 10/-cash, \$3 prepaid.

When any Service has two rates, Prepaid or Cash Tickets at the lower rate shall plainly state they are only available for the named Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers unless they have been paid difference in rate.

The foregoing rates apply only to Steamers at present employed in the Services of the Lines.

4.—That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

5.—That free railway tickets be granted only from the United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore.

6.—That Homeward orders be the equivalent of the Eastbound rate at the exchange of 4/- per \$1 (commission 6/-) from New York, Boston, Philadelphia and Baltimore, to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines, who may give free rail tickets, Liverpool to London.

7.—The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

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- 8.—This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, subject to clause 7, and to the power of suspension being exercised by any Line, should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.
- 9.—That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.
- 10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at Liverpool.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post.
  - (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator

to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

7586

- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notifica-

tion of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement, and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement, it shall constitute a breach hereof by the party employing or reinstating him.

7589

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of, and not in the nature of a penalty, or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.
- (j) For the purpose of proceeding either legally or by arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitration Act, 1880, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

Liverpool and Philadelphia AMERICAN LINE Southampton and New York.

Richardson, Spence & Co.

Allan Brothers & Co., ALLAN LINE, Liverpool and London ... Liverpool & London, Ltd.,

R. G. Allan, Director,

ALLAN LINE & STATE LINE, Glasgow . Jas. & Alex. Allan ANCHOR LINE, Limited ..... Henderson Brothers CUNARD STEAMSHIP Co. LTD. ..... A. P. Moorhouse. DOMINION LINE, Liverpool ...... Richards, Mills & Co. WHITE STAR LINE ...... Ismay, Imrie & Co.

Liverpool, June 15th, 1898. Corrected February 10th, 1903.

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# Petitioner's Exhibit 737

# For British and Irish Agents.

# THE NORTH ATLANTIC PASSENGER CONFERENCE.

#### REVISED REGULATIONS FOR AGENTS.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of the Agent that the Regulations herein contained will be

Conditions of granting and accepting Licenses.

7595 Agent that the Restrictly adhered to.

I.—No Agent is to issue Tickets, book passengers, nor cause them to be booked, directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

Prohibitions against booking for any Non-conference Line.

The names of the North Atlantic Passenger Conference Companies are:

The Conference Lines.

7596

Allan Bros. & Co., Liverpool ALLAN LINE ...... and London, Limited. ALLAN STATE LINE ..... . I. & A. Allan. AMERICAN LINE, Liverpool-Philadelphia ..... Richardson, Spence & Co. AMERICAN LINE, Southampton-New York ..... ANCHOR LINE ..... . Henderson Brothers. The Cunard Steamship Co., CUNARD LINE ..... Limited. DOMINION LINE ...... Richards, Mills & Co. WHITE STAR LINE ..... Ismay, Imrie & Co.

2.—No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license or to obtain tickets, directly or indirectly, through or by any other Agent or person. Agents are also prohibited from appointing Sub-Agents.

Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License. or appoint Sub-Agents.

7598

3.—The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

Amount actually received to be entered in the Ticket.

5.—Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents. or any person whatever. The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances, can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

No return or allowance to be made to Passengers or other persons.

## Petitioner's Exhibit 737

4.—No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland nor to receive commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class or Mixed Class Rates. In collecting Inland fares Agents must be careful to charge the Inland tariff rate from the Port at which passengers land from the Atlantic steamer. It is not permissible to use the tariff rate from any other Port.

Inland Bookings of Emigrant or Colonist or Second or Mixed Class must take place through the Steamship Company only, and only to places mentioned in the Tariff.

Remittances.

7.—Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference.

6.—No charge is allowed to be made by Agents for bill-posting. Bill-post-ing.

8.—No circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agent's business.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden

7602

9.—When an Agent Advertises a Rate for Passage to America he must distinctly name the Line by which such rate is available, and see that the rate inserted in the Advertisement is the correct one charged by the Line.

Advertising Rates of passage.

Io.—In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Connection between Liverpool City Agents and Agents outside Liverpool.

7604

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

Charge for Lodgings in Liverpool.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

> Commission on Board or Lodging.

7605

(c) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

> Baggage Labels

- (D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.
- 11.—No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected

of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

ALLAN BROS. & CO. LIVERPOOL & LONDON LIMITED. Allan Line.

I. & A. Allan ......Allan State Line.

(American Line, Liverpool-Philadelphia.

RICHARDSON, SPENCE & Co. .. American Line, Southampton-New York.

7607

HENDERSON BROTHERS ..... Anchor Line

THE CUNARD STEAMSHIP CO.

Limited ......Cunard Line.

RICHARDS, MILLS & Co. ..... Dominion Line. 

July 1st, 1898.

These Rules are as revised October 18th, 1000.

NOTE.—The Alterations and Additions in British Lines' Steamers and Rates in italics are as authorized by Minutes No. 323, etc., and the Scandinavian-American Line Alterations as per Minutes 335 and 349.

#### SCANDINAVIAN

AND

#### FINNISH BUSINESS.

INCLUDING ICELAND.

(Steerage Westbound.)

7610

#### AGREEMENT

Between the Following British Lines, viz:-

Allan and Allan and State (Liverpool, London, and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; White Star; and the Scandinavian-American Line, Copenhagen.

Liverpool, December 6th, 1898. Corrected to February 10th, 1903.

Scandinavian and Finnish

STEERAGE PASSENGER BUSINESS

7611

(Including Iceland.)

AGREEMENT between the following British Lines, viz: Allan, and Allan-State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; White Star; and the Scandinavian-American Line, Copenhagen.

1.—That prepaid Rates for Scandinavian Business, Denmark, Norway, Sweden (other than Stockholm) from the Ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, and Aalborg, be—

	SCANDINAVIAN-AMERICAN LINE for-	Per Adult	
	Oscarll.   Direct Ports   Indirect Ports	33.25	
		31.00	
	S. S. Hekla, Direct Ports	29.50	
	S. S. Norge, Island, Indirect Ports	28.50	
	ALLAN LINE, Liverpool and ALLAN-STATE		
7613	LINE, Glasgow	28.50	
	AMERICAN LINE, Southampton, S.S. St. Paul, St.		
	Louis New York Philadelphia		
	S.S. Vaderland	31.00	
	AMERICAN LINE, Liverpool		
	ANCHOR LINE		
	CUNARD LINE, S.S. Campania, Lucania, Etruria,		
	Umbria	33.25	
	S. S. Aurania, and Boston Steamers		
		3-	
	Do. Saxonia, Ivernia	31.00	
	DOMINION LINE Canadian Service  Do Canada, New England Common-	2	
7614	wealth, Columbus, Mayflower	31.00	
	WHITE STAR LINE, S.S. Teutonic, Majestic		
	Oceanic		
	S. S. Cymric, Britannic, Germanic		
	SS. Celtic, Cedric	31.00	
	From Stockholm the rate to be \$3 additional. Children between 1 and 12 years, half fare; Infants under 1 year, \$3.		

Commission to Agents, \$2 per adult.

That gross cash rates for Scandinavian Business, Denmark, Norway, Sweden (other than Stockholm) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, and Aalborg—

SCANDINAVIAN-AMERICAN LINE for	Gross.	Copenhagen.	
S.S. Hekla, Direct Port		Kr. 101 Kr. 06	
S.S. Norge, Island, Indirect		KI. 90	7616
Indirect	Kr. 118		

			off		
	1	Scandinav	ian I	Port.	
ALLAN LINE Liverpool, ALLAN-STATE					
LINE, Glasgow Kr.	108	£5	6	0	
AMERICAN LINE (Southampton), S.S. St. Paul					
St. Louis, New York, Philadelphia Kr.	127	6	6	0	
S.S. Vaderland	118	5	17	0	
AMERICAN LINE, Liverpool Kr.	108	5	6	0	
ANCHOR LINEKr.		5	6	0	
CUNARD LINE, S.S. Campania, Lucania, Etruria,	*				
Umbria Kr.	127	6	6	0	
S.S. Aurania, and Boston Steamers		5	6	0	7617
Do. Ultonia Kr.	108	5	6	0	
Do. Saxonia, Ivernia	118	5	17	0	*
DOMINION LINE Canadian Service Kr.	108	5	6	0	
Do. Canada, New England, Commonwealth, Col-					
umbus, Mayflower	118	5	17	0	
WHITE STAR LINE, S.S. Teutonic, Majestic Kr.	127	6	6	0	
	127	6	6	0	
S.S. Britannic, Germanic, Cymric Kr.	108	5	6	0	
	118	5	17	0	

#### Petitioner's Exhibit 738

Gross rate from Stockholm to be Kr. 12 higher than above.

Children between I and 12 years, half fare; Infants under I year, 10 Krs. Gross. 10/- each nett. Commission to Head Agents, 12 Krs. per adult. 6.00 Krs. per child.

When any Service has more than one rate, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamer or Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by higher rated Steamers, unless they have been paid difference in rate.

2. Prepaid Rates for Finnish Business, to or from Ports of Abo or Hango or Helsingors:

That prepaid Rates for Finnish Business be the same as for Stockholm, that is \$3 higher than the Scandinavian Prepaid Rates tabulated above, Children between 1 and 12 years, half fare; Infants under 1 year, \$3. Commission \$2 per adult.

That the gross cash rates for Finnish business by direct Steamers from Abo, Hango or Helsingfors, via Hull or Copenhagen, be fixed as follows:

7620		Gross		Nett off		
1020		Finnish M	larks.	Finnish Po	ort.	
	SCANDINAVIAN-AMERICAN LINE for	Oscar II.	183	P. Paid	\$34	
	S.S. Norge, Island		169	P. Pai	d \$3	1.50
	ALLAN Line, Liverpool		169	£5	19	6
	ALLAN LINE and STATE LINE, Glasgow		169	5	19	5
	AMERICAN LINE, Southampton—S.S. St. Paul, St. Louis, New York Philadelphia		195		19	
	S. S. Vaderland		183	6	IO	6
	AMERICAN LINE, Liverpool		169	5	19	6
	ANCHOR LINE		169	5	19	6

Petitioner's Exhibit	738				7621
CUNARD LINE—S.S. Campania, Lucania, E	truria,				
Umbria		6	19	6	
S.S. Ivernia, Saxonia		6	IO	6	
S.S. Aurania and Boston Steamers Ultonia	169	5	19	6	
DOMINION LINE		5	19	6	
umbia, Mayflower		6	10	6	
WHITE STAR LINE-S.S. Teutonic, M					
Oceanic		6	19	6	
S.S. Cymric, Britannic, Germanic			19		
Celtic. Cymric	-		IO		
Children between 1 and 12 years, half fare; I under 1 year, 15 Marks gross, 10/- nett. Co sion to Head Agents, 17 Finnish Marks per 3. That the cash rate for Icelandic passeng	ommis- adult.				7622
fixed as follows: For Fast steamers 140 krone all other steamers of the Lines party hereto 11 Iceland to landing port in America. Childr tween 1 and 12 half-fare, Infants 10 kroner, 10 Commission to Head Agents 9 kroner per Adu 4.50 per child. No prepaids to be issued.  All the foregoing rates apply only to steam present employed in the services of the Lines.	rs, for 5-from en be- os. net. alt, Kr.				
<ol> <li>The British Lines agree to discontinue fr warding of passengers from any Norwegian any other Scandinavian port for shipment.</li> </ol>	ee for- port to				7623
<ol> <li>That beyond said commission no allows any kind based upon results, present, prospect retrospective be made. Each Company shall</li> </ol>	tive, or				

ever, be at liberty to allow its Head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being

fixed by clause 19 hereof.

- That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore.
- 7. The Scandinavian-American Line to confine its direct business to the ports it ran from prior to July, 1893, and to its present fleet, except that the "Hekla" and "Island" be permitted to call at Gothenburg.
- 8. That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in force for the Steamer carrying such passengers.
- 7625 9. The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.
  - 10. Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.
  - 11. The Scandinavian-American Line undertakes not to engage as steward, or in any other capacity, for the passage out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time for an examination into the circumstances, should the Secretary or the Association desire it.
  - 12. The Secretary of the Passenger Conference, at 31 James Street, Liverpool, shall act as Secretary in Europe under this Agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scandinavian and Finnish and Icelandic passengers car-

ried during the previous week.

13. Free and reduced passages being prohibited, no passenger shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives. No free passages shall be given to Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; the intention being that excepting that the principals of the different Firms or Lines are at liberty to grant free passages to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

7628

- 14. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall at the option of the complaining party take place at Copenhagen, Liverpool or Glasgow.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post.

7629

(c) Unless the disputing party mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbi7631

trator, to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 4 sub-clause (b) of the Rules for Agents.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing

duly to pay the amount of any fine he shall *ipso* facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent for any Party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

7634

(i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to reopen and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

7635

(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.
- (1) Disposal of Fines. All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.
- (m) This Agreement may be made a rule of his Majesty's Court of Kings Bench or his Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.
  - 15. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Lines, with their interpreters, and the Acting Secretary under this agreement or his nominee.

7638

In the event of the Secretary being the representative of the complaining or defending Lines another Secretary shall be nominated by the Lines, other than those at issue.

- 16. That the annexed Agreement Rules and Regulations for Agents considered part of this Agreement be adopted and enforced.
- 17. This Agreement to be subject to right of withdrawal by any Line on giving 14 days' notice.

- 18. The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.
- 19. That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line, Liverpool and London, and Allan and State Line, Glasgow, to be counted as one Line. The American Line,

gow, to be counted as one zine.
(Signed)
(Allan Brothers & Co.,
Allan Brothers & Co., Liverpool and London, Limited, J. H. Allan, Director.
ALLAN & STATE LINES, GLASGOW Jas. & Allex. Allan.
AMERICAN LINE Liverpool & Phila-
delphia. Southampton & New
York, Richardson, Spence & Co.
Henderson Brothers.
(The Cunard Steamship Company, Limited
CUNARD LINE
DOMINION LINE Kichards, Mins & Co.
SCANDINAVIAN-AMERICAN LINE   For Det Forenede Dampskibs   Selskab. Chr. Larsen, Director.

WHITE STAR LINE ..... Ismay, Imrie & Co., Managers.

## Petitioner's Exhibit 739.

N. B.—The additions herein are principally as authorized by Minutes 299, 337, and 453.

### AGREEMENT

RULES AND REGULATIONS FOR AGENTS,

Relating to Scandinavian (Norway, Sweden and Denmark) and Finland Steerage Passenger Business, to be in Force on and From Date Hereof.

- I. Each Company being party to this arrangement shall obtain from each of its Head Agents his signature, duly witnessed, to two copies of these rules, one of which shall be deposited with the Secretary of the North Atlantic Passenger Conference, 31, James Street, Liverpool, who shall act as Secretary under this Agreement, for all Lines parties hereto. Head Agents shall be those at the ports following, viz.—Drontheim, Bergen, Stavanger, Christiansand, Christiania, Gothenburg, Stockholm, Helsingborg, Malmo and Copenhagen, also Hango, or Helsingfors, Finland.
- 2. All Agents in Scandinavia and Finland shall be liable to dismissal or fine by the Company employing them, or by the unanimous decision of the Companies parties to this agreement, other than the Companies employing them, without having any claim for damages or indemnity in consequence thereof.
  - 3. An Association of Head Agents shall be maintained at each Head Agency port, with a duly appointed Secretary and Arbitrator. If at any time no agreement can be arrived at by the Associated Agents as to appointment of Arbitrator, the Secretary shall notify the fact to the Secretary under this agreement, at 31, James Street, Liverpool, and the Lines party

hereto shall thereupon without delay make the appointment. The Secretary shall be one of the members of the Association and each to act for a period not exceeding three months, to be appointed in alphabetical order of their names. It shall be obligatory upon Agents to attend meetings personally, unless prevented by unforseen circumstances, when they have liberty to appoint a deputy—say the person managing his business at the time, or other competent member of his office staff—to attend. Wilful or continual absence from meetings without reasonable cause on the part of Agents, will be considered a breach of regulations.

7646

4. (a) All differences, disputes, and complaints are, as far as possible, to be investigated at the Scandinavian or Finnish port—the Agents of the complaining and defending Lines to be present at the examination of passengers and investigation of complaints, and it is the duty of the Local Secretary to instruct them to be present before examining passengers in cases of complaint—and if it be considered by the Association, or any Member thereof, that a breach of the letter or spirit of this Agreement has been committed, the Association, or such individual Member, is empowered to refer the matter to the Arbitrator.

7647

(b) The Arbitrator shall have power to decide all matters thus brought before him, and to inflict fines as he may think equitable according to the following scale, in addition to the Arbitrator's fee and all costs relating to the Arbitration reference. He shall likewise have power to require the complainant or complainants to pay the costs and fee in case the decision be adverse to them.

### SCALE OF FINES.

For infractions committed by Members of Associations at	1st offence.	and offence.
Bergen, Stavanger or		17
Christiansand	50 to 100 Kr.	125 to 200 Kr.
Drontheim, Stockholm,		
Malmo or Helsingborg	75 to 150 Kr.	125 to 250 Kr.
Christiania, Gothen-		
burg or Copenhagen	100 to 200 Kr.	250 to 400 Kr.
Hango, Helsingfors, or		
other Finnish port	100 to 200 Kr.	250 to 400 Kr.
The state of the state of	analty shall be d	liemissal

For a third offence the penalty shall be dismissal and disqualification.

In case the complaint is in regard to the booking of passengers at reduced rates, or by improper concessions, and the transaction in question embraces more than one adult passenger, the amount of fine fixed shall be increased by ten per cent for each other computed adult so included in the transaction in question, even though the total exceed the scale limits.

- (c) All fines and costs shall be borne by the Agents themselves, the Line employing them not being allowed to refund any part of the same. Head Agents to be responsible for payments of fines inflicted upon their Sub-Agents. All fines shall, under pain of disqualification, be paid immediately to the Arbitrator, who will thereupon remit same to the Acting Secretary at Liverpool.
  - (d) Application from the Association through the Secretary at Liverpool for an allowance out of the fines, levied at their port toward the legitimate expenses incurred by the Association will be considered.
  - (e) A Scandinavian or Finnish Arbitrator's Award which any three Lines parties hereto may con-

sider bad or defective, provided the fine awarded shall duly have been paid in, shall once only, at the instance of any of those Lines, be referred back to the Arbitrator in question for reconsideration. If not then amended, there shall be a right of final appeal by the said Company to the Lines party hereto, who shall have power to annul the award by the vote of a majority of two-thirds. The Line against whose Agent the complaint is brought shall have no vote.

5. In case of complaint the Agent and/or the Line complained against shall give every facility for the examination of passengers. It shall be considered a serious offence to advise a passenger to either evade examination or the giving of truthful evidence, on eath or otherwise.

6. Each Agent shall deposit with the Arbitrator cash security for Kr. 500, and should any Agent refuse to pay a fine imposed upon him, it shall be deducted from such deposit, and he shall at once be disqualified from acting thereafter as Agent for any of the Associated Lines. Any Agent omitting to make this deposit, shall be disqualified from acting for any Company party hereto.

7. Meetings shall be called by the Secretary of the Local Association for the date which may be fixed for ordinary meetings, or at any time on the request of any one member.

On the notice convening the Meeting must be stated the business to be discussed at such Meeting, and any question not entered on such notice paper cannot be considered, unless with the consent of those present.

All correspondence in connection with the Association must be circulated for the general information of the Members. 7652

8. At the Meetings of the Association the members shall take the chair in the alphabetical order of their names, or the Arbitrator appointed as per Rule 3 shall be the Chairman, if he be present at such meetings. The Passenger Manager of any of the panies parties hereto, and the Secretary under this agreement shall be at liberty to attend any of the meetings, but shall have no vote.

Should any difference, dispute, or complaint take place, in connection with which the Chairman or secretary, for the time being is the complainant or defendant, the Members next in turn to take office as Chairman or Secretary must act as such when the matter is under discussion, or in carrying on the investigation connected therewith.

 Each Association shall formulate local rules, not at variance with the tenor hereof, for governing all matters relating to their business.

A copy of such local rules to be forwarded to the Secretary, 31 James Sweet, Liverpool, for approval, also notification of any alterations or additions thereto.

Added to Rule 7.

10. Such Rules and any alteration thereof must be unanimously adopted, and shall be binding on all Agents, unless any one of the Companies parties hereto refuse to confirm the same. Agents acting for more than one Line shall have one vote only. If unanimity cannot be obtained, a majority of the members may appeal through the Secretary under this agreement to the several Companies parties hereto, and upon his advising the Association that the objection of the minority has been overruled by the Companies, the proposal in question shall stand good.

11. (a) From the gross Ocean rate fixed by the Companies, a commission of 12 kroner per adult, 6

7655

kroner per child, and I kroner per infant, will be allowed to Head Agents. In the case of Finnish Head Agents, the commission will be 17 Finnish marks per adult, 8.50 Finnish marks per child, and I I/2 Finnish marks per infant. The commission allowed them on the Inland fare will be 3 per cent, except on fares to points east of Buffalo, Pittsburg, Wheeling, &c., to which no commission is paid. No further allowance per head or based upon the amount of business done, present, prospective, or retrospective, can be made.

7658

- (b) Head Agents are empowered to allow out of their commission to sub-agents only, a commission of 5 kroner per adult, and 2.50 kroner per child. In the case of Finnish Sub-Agents, commission not to exceed 7 Finnish marks per adult, 3.50 Finnish marks per child.
- (c) Sub-Agents are not to be allowed commission on Infant Fares, American Inland Fares, Money Exchanging or Drafts, nor shall any allowances, presents, or concessions of any kind beyond the above commission be granted them.
- (d) Sub-Agents reported to the Local Association as being in default to any Association Member, or as acting for any Line not party to the Scandinavian Agreement, shall *ipso facto*, be disqualified, and shall not be eligible for employment in any capacity by any Association Member during the period his disqualification remains in force.

- (e) Commission allowance for forwarding prepaid passengers one shilling per statute adult.
- (f) In regard to Christiansund, Aalesund, Laurvik, and Arendal in Norway, Stockholm in Sweden, and Esbierg in Denmark, Head Agents are at

liberty to pay commission to their agents at Scandinavian points, not exceeding 10 kr. per adult. In the case of Finnish points, viz:—Wasa, Kristinestad, and Gamla Karleby, the Sub-Agents' commission not to exceed 14 Finnish marks.

Christiansund and Aalesund shall be governed by Drontheim or Christiania, or Bergen; Arendal, and Laurvik by Christiania, or Christiansand, Stockholm by Gothenburg, Helsingborg and Esbjerg by Copenhagen, and it is also permissible for any Line to govern Malmo or Helsingborg by Gothenburg or Copenhagen; Finnish points by Hango or Helsingfors.

7661

- (g) No person shall be acknowledged as Sub-Agent, or receive commission for business done within one month from the date upon which his agent's license is countersigned by the police authority at the port from which such license is issued.
- (h) The rates fixed from time to time are not subject to any allowance or drawback of any kind, either to a leader in the shape of free or reduced passage in any class, or in any other way, directly or indirectly, and no person shall be carried who does not pay the full tariff fare for the accommodation he receives.

7662

12. By "Adult" shall be understood any person who, by the date fixed for his or her embarkation at the Scandinavian or Finnish Port, will have completed his or her twelfth year; by "Child" such as, on said date, will be twelve months and under twelve years old, and by "Infant" such as, on said date, will not have completed the twelfth month.

Agents shall require the production of baptismal certificates for children and infants, and where such verification of the ages stated cannot be produced, or the attestation obtained of two other Agents that the ages stated are manifestly correct, the children shall be charged for as if they had passed fixed agelimit.

In the event of passengers not being able to produce the certificates of baptism of the children, or of its being inconvenient to obtain the attestation of two other Agents, the Agent is permitted to book at once (without calling in two other agents) provided it is manifest to him that the infant or child is not above six months, or eight years respectively; but for any such infant or child so booked, the Agent must immediately give notice to two of the other Agents of the transaction, in order that they may investigate the matter, if there be in their opinion any doubt about the infant or child being under the Conference age limit, viz: infant under 12 months and child under 12 years. Failing his giving such notice, the booking of such child or infant will be considered a breach of clause 12 of the Agreement.

13. (a) The actual amount received from passengers shall in all cases be distinctly entered on the passage contract ticket. Deposits must not be received to cover the booking of passengers whose full names and ages are not recorded (and a deposit ticket issued in favour of each individual passenger, except in the case of a family the whole of whose names may be entered upon one deposit receipt) at the time of making deposit. In other words, no passenger shall be considered as booked in advance who has not paid the full amount of fare or a cash deposit on account of same, and who has not received at the time of making the deposit or paying the full fare a ticket or deposit receipt in his or her name and showing therein the amount paid, the date of payment, and the full fare through to destination agreed upon. It will be considered a breach of this rule if any Agent issues a deposit receipt or 7664

contract ticket without these particulars are fully inserted therein.

The name of the Steamer for which deposit receipt or Contract Ticket is issued must be plainly stated thereon, and in the case of Prepaid Certificates, such must not be accepted for passage by Steamers other than called for by the Prepaid Certificate or other than those to which the Rate named in the Prepaid Certificate applies unless difference in Rate is paid.

(b) Agents shall not be permitted to quote rates nor issue tickets at any but the authorized through rates from Scandinavian and Finnish Ports.

In cases when booking families through to an Inland destination, the proper tariff rate of Inland transportation must be collected from every member of the family of 5 years and upwards, and the total amount of such Inland fare, along with the total amount of Ocean passage money, entered in the contract ticket.

When the whole family, that is each member of it 5 years old and above, are not prepared to pay the cost of Inland transportation, but wish to book only a portion of the family Inland, then the Agent must decline to book any of the family Inland at all, but collect the Ocean passage money to the port of debarkation only.

- (c) The British Lines agree to discontinue free forwarding of passengers from Norwegian ports to other Scandinavian port for shipment.
- (d) No allowance for transportation of baggage, board or lodging in Scandinavia or Finland, nor any other concession from the fixed rate, in any form whatever, shall be promised, granted, or pretended to be offered to or on account of any passenger, except that the Scandinavian-American Line be allowed

to pay board, transportation expenses, &c., at the port of embarkation on passengers booked through at, and arriving from other points to which agreement Ocean rates apply. The British Lines to have equal right regarding points in Scandinavia and Finland, when passengers booked at the agreement Ocean rate under above clause C are not conveyed direct from thence to the East Coast port in Great Britain

(e) Passengers booked to or from Scandinavian or Finnish Inland points must in all cases be given a ticket or forwarding order for the journey to or from the Port of Embarkation or Debarkation; it being prohibited to give cash or its equivalent for such Inland journey.

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## (f) Added to Rule 13 (a).

14. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote rates to passengers nor to cause them to be booked, nor to receive commission for their being so booked from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied by the Company he represents. This rule applies only to Inland booking at Third Class (Emigrant) or Colonist and Second Class or Mixed Class rates. Such Tariffs to be only those tabled by the respective Steamship Companies with the Secretary.

In charging Inland rates quoted in the British currency tariffs, the rate of exchange of Kr. 18.25 per Pound is to be used; and when quoting Inland fares from an American currency tariff, the exchange of Kr. 3.80 per Dollar to be charged.

- 15. Agents are not permitted to represent a Line or Lines not party to this Agreement. Agents shall not book passengers for any Line other than that they directly represent.
- 16. No circular or publication of any kind reflecting upon or instituting comparisons between the Lines, subscribing to this Agreement shall be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Line party to this Agreement, or concerning its Agents, or its sailings, that can injuriously affect such Line's or its Agents' business, and it is prohibited for an Agent or his Employès to meddle with the prepaid or cash passengers, or tickets, of any Line not represented by him. To avoid the possibility of being fined for breach of this rule. Agents are requested to avoid all reference to Lines other than those they represent. Agents describing vessels must not exaggerate their size or speed or publish any tonnage other than the gross registered tonnage.
- 17. Agents' Associations in Scandinavia are to determine a uniform rate of exchange for drafts, currency or gold, such rate not to be less than Kr. 3.70 nor more than Kr. 3.80 per Dollar.

- 18. A return of the numbers of cash and prepaid passengers leaving the port (and outports, if any, under its control) must be sent monthly by the Secretary of each Local Association to the Secretary under this Agreement, at Liverpool, as also copies of all Minutes and Agreements of the Association.
- 19. To conduce to an uniform interpretation of the terms hereof by the several Agents and Arbitrators, an approved translation of this Agreement shall be printed respectively by the Associations at Christiania, Gothenburg, and Copenhagen, and three copies

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be supplied to each member of the several Associations respectively, in Norway, Sweden, and Denmark, and to their Arbitrators, also to the Secretary in Liverpool, who will remit the expense thereby incurred.

20. The following Lines are parties to this Agreement:

ALLAN LINE and STATE LINE Liverpool, Glasgow and London.

ANCHOR LINE, Glasgow, Liverpool and London.

AMERICAN LINE, Liverpool and Philadelphia, and Southampton and New York.

CUNARD LINE, Liverpool.

DOMINION LINE, Liverpool.

SCANDINAVIAN-AMERICAN LINE, Copenhagen.

WHITE STAR LINE, Liverpool.

Declaration to signed by Agent, and returned within one week from receipt.

I hereby assent to and undertake to abide by the foregoing regulations, and I agree that they shall be considered as part of the terms of my employment.

Signed ..... Agent at ......

Date ..... for ..... Line.

Witness .... Address

Declaration to be signed by the Steamship Company party hereto.

We hereby assent to, and undertake to be bound by, the terms of the foregoing.

Signature ..... Line.

Liverpool, December 6th, 1898. Corrected up to February 4th, 1903.

## Petitioner's Exhibit 740.

London, March 1905.

Revised Proof.

### AGREEMENT R

# AGREEMENT ON FIRST CLASS BUSINESS.

Between the Allan Line — Allan-State Line — American Line — Anchor Line — Atlantic Transport Line — Cie. Générale Transatlantique — Cunard Line — Dominion Line — Hamburg-Amerika Linie — Holland-Amerika Lijn — Leyland Line — Norddeutscher Lloyd — Red Star Line — White Star Line.

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1. Minimum Ocean Rates for First Class Passengers, Eastbound and Westbound:

	Winter	Summe	
	£20.10	£23.10	Kronprinz Wm., Kaiser Wm. II., Kaiser Wm. d. Gr., Deutschland.
	£18	£21	Oceanic
	£17	£20	Campania, Lucania, Amerika, Kaiserin Auguste Victoria.
	£141)	£171)	Amerika, Kaiserin Auguste Victoria.
	£16	£19	Lorraine, Savoie (Provence, to be rated, when she comes out).
7680	£16	£19	Baltic, Cedric, Celtic, Caronia, Carmania,
1000	£15	£18	Moltke. Blücher, Grosser Kurfürst.
	£14	£17	Hamburg, Bremen, Barbarossa, Kö- nig Albert, Friedrich der Grosse, Königin Luise, Prinzess Irene, Prinzess Alice
	£15	£18	Majestic, Teutonic, St. Louis, St. Paul, Newyork, Philadelphia.
	£14	£17	Touraine, Aquitaine.

1) For passengers not provided with food. The restaurant charges for food being such as will prevent a passenger availing of these rates crossing at less than £ 17.— 20 including food.

#### Winter Summer

	0 /	** * .	22 .
£13.10	£10.10	Umbria,	Etruria.

7.		C 11.01 111, 1311 111.
£13	£16	Saxonia, Ivernia, Arabic, Republic,
		Canopic, Minneapolis, Minnehaha.
		Minnetonka, Vaderland, Zeeland,
		Finland, Kroonland, Holland
		America Line all steamers. Penn-
		sylvania, Patricia, Pretoria, Graf
		Waldersee, Victorian, Virginian.

7682

C	6	12 9 9 4	C 1 1 1 .
£12	£1.4	Columbia	Caledonia

£12	£15	Canada,	Carpathia,	Tunisian,	Ba-
			Bretagne,		
		Caecon	no ote Cyn	reio	

			O		
£11	£11	Cymric	(when	carrying	cattle).

£11	£14	Other Steamers Dominion, Atlantic
		Transport, Leyland, C. P. R., Al-
		lan L'pool, Hamburg American
		Line and North German Lloyd

£11	£11	Other slow steamers of Anchor and
		Parisian of Allan Line from Glas-
		gow.

7683

#### £10 £10 Allan State Line

New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

The Mediterranean services of the Lines parties to this agreement are excepted from the operation of this agreement.

- 2. The Westbound and the Eastbound Summer Season shall be from 1<sup>st</sup> April to 31<sup>st</sup> October inclusive, except for Anchor Line "Columbia" "Caledonia" which shall have Summer Season 1<sup>st</sup> May to 31<sup>st</sup> October inclusive.
- Servants accompanying First Class Passengers must pay the First Class Minimum Winter Rate of the respective steamer, throughout the year, if they have access to the First Class accommodation.
- 4. The minimum rates stipulated in Clause 1 are understood to be gross per adult, including commission.
  - 5. Children of 1 year and under 10 years pay half fare, children under 12 months are free.
  - Through booked passengers must pay in addition to the Ocean Fare the actual official tariff rate of the Transportation Companies by which the transportation takes place.
  - 7. Each Line is at liberty to fix its Minimum Westbound Cash or Prepaid or Eastbound Rate independently of each other higher than provided for in this Agreement.
- 8. On round-trip tickets a reduction of 10% can be made, on the return portion of the rate. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their homeward tickets
  - 9. All rates and commissions shall be converted into the different currencies at the following rates of exchange: 1 s. = 1 mark = 1.25 fr. = \$ 0.25 = 0.60 Dutch guilder.

10. No free passes or reductions shall be given to press representatives, shippers, or brokers, or to anyone, with the object of obtaining other passengers or business of any kind or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passes or reductions to Government officials, Scheduled General Agents or to other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when accompanying such live stock and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge.

Allan Glasgow Canadian Service may grant passes when absolutely necessary in competition with Donaldson Line, they confining such passes to their Canadian service and reporting any passes given to the other Canadian Conference Lines.

- 11. Bicycles shall be charged 10/-each; they must be crated. Dogs to be charged not less than 40/-each.
- 12. The commissions to agents on First Cabin business shall be as follows:

For tickets issued in America:

Not more than 5% of the passage money with a minimum of \$4 per adult for a single passage and \$8 for a round-trip passage except in the case of scheduled General Agents, who are nonsalaried, to whom an extra commission of 2 1/2% of the gross amount of the passage money may be paid.

7688

For tickets issued in Europe:

In Great Britain and Scandinavia not more than 5% of the passage money, except 7 1/2% to agents in London. (See Clause 12.)

On the Continent not more than 7 1/2% of the passage money to General Agents or to agents in Paris (see clause 13), and not more than 5% to tourist offices, bankers, and agents doing only Cabin business. Such agents in the Cabin and Steerage business who have their own subagents organization are considered as General Agents. It is agreed that such General Agents cannot pay to their sub-agents more than 5% commission.

Tourist Offices

shall under no circumstances and in no country receive more than 5% commission.

Names of agents receiving more than 5% Commission to be reported to the Secretaries of the respective conferences who are to keep lists of same and circulate the lists amongst all the parties.

Agents may be allowed 3 sh. per ticket for exchanging prepaid or return tickets.

13. Each Line shall not have more than two offices in London (Westend and City) for First Class business, and two in Paris, for its own account or conducted by an agent or by agents receiving 7½% commission (clause 12), and one office for its own account in any other place, which offices or agents are at liberty to pay to sub-agents or brokers a commission not exceeding 5% of the passage money. The above restriction for Paris does not refer to the Cie. Transatlantique.

- 14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.
- 15. This agreement shall take effect 27th March and circulars and tariffs shall be issued and mailed not later than 25th March, 1905.
- 16. The agreement shall continue for one year and thereupon or thereafter may be terminated on 3 months' notice.
- 17. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien Verband.
- 18. Steamers carrying only Second class Passengers, as distinguished from First class, must appear in all advertisements, circulars or other printed matter, issued by the Line, as carrying Second class Passengers only, without any reference to such passengers enjoying so-called Saloon Privileges.
- 19. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at London.
- (b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office

in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an 7697 Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may, if so required by the party or parties who appointed him, proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.
  - (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
  - (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(y) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent, for each breach, and for breach by any agent the fine or damages shall not be less than 5 £ nor more than £ 100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award. 7700

## Petitioner's Exhibit 740

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

### Petitioner's Exhibit 741.

7705

London, March, 1905.

#### AGREEMENT F

## AGREEMENT ON SECOND CLASS BUSINESS.

Between the Allan Line — Allan-State Line — American Line — Anchor Line — Cunard Line — Dominion Line — Hamburg-Amerika Line — Holland-Amerika Line — Norddeutscher Lloyd Line — Red Star Line — White Star Line — Cie. Générale Transatlantique.

1. Minimum Ocean Rates for Second Class Passengers, Eastbound and Westbound:

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		Westbound			Eastbound			
"Oceanic," "Campania," "Lucania"		10	0	0	10	0	0	
"Majestic," "Teutonic," "Baltic," "C "Caronia," "Carmania," "Carpathia		9	10	0	9	10	0	
rying First Class Passengers or cat	tle.	9	10	0	9	10	0	
	reat Britain	9	10	0	9	10	0	
	Cherbourg	11	0	0	10	0	0	
"Ivernia," "Arabic," "Republic," "Canopic" "Ottawa," "Victoria," "Virginian" and Empress boats			0	0	9	0	0	
"Canada," "Ionian" (from Liverpoo 'Bavarian" "Kensington," "Southwark" American Line, Philadelphia Service "Columbia," "Caledonia"	}	8	10	0	8	10	, 0	77 <b>07</b>
Other existing steamers Allan Line do. Dominion L Canadian Pacific Steamers "Furnessia" and "Parisian" from G	lasgow	8	0	0	9	10	0	
Other existing steamers Allan, Allan chor Lines from Glasgow	State and An-	7	10	0	7	10	0	
"Buenos Avrian," "Laurentian"	London	7	5	0	,	5	0	
"Sardinian," "Pomeranian"	London				an lov	0.7		
	Havre	30/		of C.		i est 1	ate	
"Sarmatian"	Tiavie			or C.	G. 1.			

## Petitioner's Exhibit 741

"Kaiser Wilhelm II," "Kronprinz Wilhelm," "Kaiser Wilhelm der Grosse," "Deutschland"	12	0	0	11	0	0
X. Cie Générale Transatlantique twin screw steamers: "Amerika," "Kaiserin Auguste Victoria,"	11	10	0	10	10	0
Cie Générale Transatlantique single screws	10	10	O	9	0	0
"Barbarossa" and "Moltke" class	11	O	0	10	0	0
Red Star Line	10	10	O	9	0	0
Holland American	10	0	O	9	0	0
"Rhein," "Main," "Neckar" type	10	10	0	9	10	0
"Frankfurt," "Gera" type	10	10	O	9	O	0
Hapag slow steamers	10	10	0	9	10	0

7709

New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

The above are minimum Ocean rates except that the present practice of providing passengers by United States Lines with third-class Rail tickets between London and Liverpool for 10s. additional is continued. The Glasgow Lines may provide similar transportation between London and Glasgow for 25s. additional, and the Canadian Lines, when sailing to Canadian ports, are allowed to include the Rail ticket to and from London in the Ocean fare.

All British Lines to advertise and charge 20s. more than the respective British Line rates from and to all Continental ports, and the said British Lines' rates to be the net rates off East Coast port for Scandinavian and Finnish passengers. No lower local rate than 20s. between the Continent and Great Britain is to be charged or advertised not even in 3rd Class tariff and advertisements.

The rates named include free transportation between New York, Philadelphia and Boston.

All Contracts are to be tabled.

- 2. When any Service has more than one rate, the tickets both prepaid and cash, issued at the lower rates shall plainly state they are available only for the named steamers to which the lower rate applies, and the Companies undertake that they will not carry the holders of lower rated tickets by higher rated steamers unless they have been paid the difference in rate.
- 3. The minimum rates named above are understood to be gross per adult including commission.
- Children of 1 year and under 12 years to be charged half-fare. Children under 12 months one pound.

- 5. Each Line is at liberty to fix its minimum west-bound cash or prepaid or eastbound rates independently of each other, higher than provided for in this Agreement.
- 6. On round-trip tickets a reduction of 10% may be allowed off the return portion of the fare. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their tickets for the return journey.
- 7. All rates and commissions shall be converted into different currencies at the following rates of exchange:

   I s = 1.25 fr. = I mark = \$0.25 = 0.60 Dutch guilder.

7713

8. The Norddeutscher Lloyd and the Hamburg-Amerika Line have the right to quote to or from Southampton, Dover and Plymouth for their Express steamers the same second class rate as the American Line for their fast steamers to or from Southampton, except that for the four steamers "Kaiser Wilhelm der Grosse," "Kaiser Wilhelm II.," "Kronprinz Wilhelm" and "Deutschland," they shall charge 30s. more, and for all other except their Express steamers they may quote 10s. less (so far as British law permits).

- 9. No free passages or reductions shall be given to press representatives or in recognition of advertisements, or to shippers, or brokers, or to anyone with the object of obtaining other passengers or business of any kind, the intention being that except that the principals of the different firms or lines are at liberty to grant free passages to Government officials or other individuals on purely personal grounds, no free passages or reductions whatever shall be given.
- 10. All official communications between the Lines must be made through the Secretary of the North
   7715 Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien-Verband.
  - 11. Steamers carrying only Second class Passengers, as distinguished from First class, must appear in all advertisements, circulars or other printed matter issued by the Line as carrying Second class Passengers only, without any reference to such passengers enjoying so-called First Class or Saloon Privileges.
  - 12. Bicycles to be charged 10s.; they must be crated. Dogs to be charged 40s.
  - 13. Commissions to agents on second cabin business shall be as follows:

For tickets issued in America: 5% with a minimum of \$3 per adult for a single passage, and \$5 per adult for round-trip passage. An extra commission of \$1 per adult for single passage, and \$2 per adult for round-trip passage may be allowed to scheduled General Agents at the recognized general passenger agency points.

For tickets issued in Europe: In Great Britain the commission to any agent to be 5% with a minimum of 9s. per adult for a single passage, and 18s. per adult for round-trip ticket. On the Continent not

more than 15s, per adult for a single passage and 3os, per adult for round-trip ticket.

The General Agents of the Continental Lines at London and their ports of call are considered as Com-

pany's own offices.

Tourist Offices in Great Britain shall under no circumstances receive more than 5% commission with a minimum of 9s. per adult for a single passage, and 18s. per adult for round-trip ticket; on the European Continent not more than 10s. per adult for a single passage, or 20s. per adult for round trip ticket, and in the United States 5% with a minimum of \$3 per adult for a single passage and \$5 per adult for round trip ticket.

Agents may be allowed 2s, per ticket for exchanging second class prepaid or return tickets.

- 14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.
- 15. This agreement shall take effect 27th March and circulars and tariffs shall be issued and mailed not later than 25th March, 1905. The agreement shall continue for one year and thereupon or thereafter may be terminated on 3 months' notice.

16. The Mediterranean services of the Lines parties to this agreement are excepted from the operation of this agreement.

- 17. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at London.

7718

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

7721

- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

7722

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.
- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than 5 £ nor more than £ 100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

- Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.
- (i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award

have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

J. W. G.

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## Petitioner's Exhibit 742.

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#### PROPOSAL OF THE BRITISH LINES.

Cologne 25th May 1906.

CONTINENTAL BUSINESS.

Agreement between the undersigned representatives of the Hamburg-Amerika Linie, Norddeutscher Lloyd, Holland-Amerika Linie, Red-Star-Line, Allan & Allan State Lines, American-Line, Anchor-Line, Dominion Line and White Star Line.

- 1. That the British Lines, namely: Allan, and Allan State Lines; American; Anchor, Dominion, and White Star Line agree to enter into a pool contract with the N. D. L. V. Lines, namely: Hamburg-Amerika Linie, Norddeutscher Lloyd; Holland-Amerika Linie, and Red Star Line, the said British Lines to be considered as one party, the N. D. L. V. Lines as the other party hereto.
- 2. The N. D. L. V. Lines, agree to withdraw altogether from the carriage of Scandinavian (Norway, Sweden, Denmark and Iceland), Finnish and British Steerage business, Westbound and Eastbound, direct and indirect, except indirect Eastbound Scandinavian and Finnish by Norddeutscher Lloyd and Hamburg-Amerika Linie via their home ports, which Lines shall charge for their fast services (Definition here of fast services postponed for same reasons as clause 8) the same rate as the British fast steamers and for their slower services two dollars less and conditional upon this,
- 3. The British Lines agree to accept as their share of the Continental Steerage traffic 7,8 per cent per annum of same. Such traffic to include all German, Austrian, Hungarian, Servian, Bulgarian, Dutch, Belgian, French, Russian or Helvetian passengers carried

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Counter-proposals of the N. D. L. V. Lines.

for in clause 5. Italian passengers, coming to Great Britain by direct steamers and carried by British Lines from British ports, are also considered as Continental passengers under this contract.

The Lines parties to this agreement undertake not to support or finance a new competition (U. A. L. excepted) from the Mediterranean (Adriatic and Black

Sea included) or from the Continent.

If any Line, not party to this agreement, should come into the business of taking Continental Steerage passengers, any passengers taken by such new Line, are not to form part of the account between the British Lines and the N. D. L. V. Lines. In case of such new competition on the Continent (the Compagnie Générale Transatlantique excepted) the N. D. L. V. Lines have the right to suspend the agreement as long as such competition exists. The British Lines have in like manner the right to suspend the agreement, if any N. D. L. V. Line or any other line from the Continent competes therewith for Scandinavian and/or British steerage business.

The percentage above agreed upon to be operative until 31st December, 1906, and thereafter to be subject to revision at the beginning of each calendar year, based on the total of British and Scandinavian steerage traffic on the one side, and Continental steerage traffic by the Lines, parties to this agreement, on the other side, in the previous calendar year, as compared with the carryings forming the basis of the agreement of 1895, between the parties, as defined in Appendix A to this agreement. (An example how the new percentage is to be found to be attached hereto.)

4. That this agreement be subject to a power of suspension being exercised by any line, should a

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Proposal of the British Lines.

by the Lines parties to this agreement from ports between Cronstadt and Bordeaux inclusive, and also passengers of these nationalities carried by the Lines parties to this agreement from Scandinavian, Finnish or Mediterranean ports, unless in the case of the British Lines such passengers may be booked as British, Scandinavian, or Finnish passengers as defined in the second paragraph of clause 5.

Italian passengers carried by the British Lines from

British ports to be accounted for the pool.

If any line not party to this agreement should come into the business of taking Continental Steerage passengers, any passengers taken by such new line are not to form part of the account between the British Lines and N. D. L. V. Lines. In case of such new competition on the Continent (the Compagnie Générale Transatlantique excepted) the N. D. L. V. Lines have the right to suspend the agreement. The British Lines have the right to suspend if any N. D. L. V. Line or any other Line from the Continent competes therewith for Scandinavian and/or British Steerage business.

The percentage above agreed upon to be subject to revision at the beginning of each agreement year, based on the carryings of British and Scandinavian steerage traffic on the one side and Continental steerage traffic on the other side in the previous calendar year as compared with the carryings forming the basis of the agreement of 1895 between the parties as defined in Appendix A to this agreement.

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4. That this agreement be subject to a power of suspension being exercised by any Line, should a new

Counter-proposals of the N. D. L. V. Lines.

new Line, or steamer or steamers, outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new Line, steamer or steamers, belong to or are chartered by any of the existing N. D. L. V. Lines, or in which any of the existing N. D. L. V. Lines should have any other interest, direct or indirect; the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any Line, steamer or steamers, seeking to attack the British interests in Scandinavia, or the Continental Lines' interests on the Continent.

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5. The British Lines agree to pay compensation to the N. D. L. V. Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share as fixed in clause 3. The N. D. L. V. Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment.

A Continental passenger is:

- a) Every passenger carried by the Lines parties to this agreement coming from or via ports between Cronstadt and Bordeaux inclusive.
  - b) Every Italian or Oriental passenger, coming to Great Britain by direct steamers and carried by British Lines from British ports.
  - c) Every passenger of German, Russian, Austrian, Hungarian, Servian, Bulgarian, Roumanian, Montenegrinian, Helvetian, Dutch, Belgian, French, Luxemburgian origin forwarded by Lines parties to this agreement coming from or via Scandinavian, Finnish or Mediterranean ports, but after a continuous residence of such a person in Great Britain, Scandinavia,

Proposal of the British Lines.

Line, or steamer or steamers, outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new Line, steamer or steamers, belong to or are chartered by any of the existing N. D. L. V. Lines or in which any of the existing N. D. L. V. Lines should have any other interest, direct or indirect, the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any Line, steamer or steamers, seeking to attack the British interests in Scandinavia.

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5. The British Lines agree to pay compensation to the N. D. L. V. Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share of 7,8 per cent. The N. D. L. V. Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment of 7,8 per cent.

A Continental passenger is a person of Continental origin as defined in clause 3, but the continuous residence of such a person in Great Britain (Scandinavia or Finland or in a Mediterranean country not specified in clause 3) for at least five weeks shall justify the

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Lines in booking him as a British (Scandinavia, Finnish or Mediterranean) passenger. In like manner a British or Scandinavian passenger must have resided in the Continental country from which the steamer sails, five weeks before he can be booked by a Continental steamer.

Counter-proposals of the N. D. L. V. Lines.

Finland or in a Mediterranean country, not specified above, of at least five weeks, the Lines shall be justified in booking him as a British, Scandinavian, Finnish or Mediterranean passenger. In like manner a British, Scandinavian or Finnish passenger must have resided on the Continent at least five weeks before he can be booked for a Continental steamer. The detention of passengers for 5 weeks in a certain country in order to exempt them from the accounts is contrary to the spirit of this agreement.

The White Star Line not to carry Continental pas-7745 sengers from Mediterranean ports.

> 6. All Continental prepaid tickets sold for British Lines shall be regularly advised to the Secretary of the N. D. L. V. All other prepaid tickets sold for British Lines to be endorsed as follows:

"This ticket is not available for any person residing at present on the Continent of Europe."

A clause to the same effect to be contained in all third class circulars issued to agents by the British Lines. The British Lines hold themselves responsible not to honour such prepaid tickets issued in violation of this clause.

The British Lines agree that they will not establish, use or tolerate any agents organization in Great Britain, America or on the Continent, or countenance or take any steps for the booking of Continental passengers, except through their regular authorized agencies.

The Continental Lines having proven that since years certain agents make it their business to book with the British Lines passengers as British, Scandinavian or Finnish passengers, who in fact had to be accounted for as Continentals, the British Lines agree.

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All prepaid tickets sold by British Lines at British rates to be endorsed—"This ticket is not available for any person at present residing on the Continent of Europe."

The British Lines agree that they will not establish, use or tolerate any agents' organization in Great Britain. America or on the Continent, or countenance or take any steps for the booking of Continental passengers, except through their regular authorized agencies

An officer to be known as Control Officer to be chosen by the N. D. L. V. Lines and approved by the British Lines to be appointed by the N. D. L. V. Lines for investigating cases. And whenever it is alleged that the British Lines have booked a Continental passenger as defined in clause 3 as a British Scandinavian or Finnish passenger without his being qualified for such booking by a five weeks' residence it shall be incumbent on the British Lines to satisfy such Control Officer that such passenger has been properly qualified by five weeks' residence, or otherwise that shall return him to the Pool as a Continental passenger.

Counter-proposals of the N. D. L. V. Lines.

that the Continental Lines for investigation purposes establish a Clearing-house in England, in a similar way as the British Lines in former years used to have one in Hamburg, under an agreement with the Hamburg-Amerika Linie.

The task of this Clearing-house will consist in seeing to it, that all passengers defined under this agreement as Continentals are accounted for as such. The Clearing-house will carry on its investigations in London, Southampton, Liverpool, Glasgow, Libau or any

other place as it may deem necessary.

The British Lines agree to allow the Clearing-house officials upon request and at any time to inspect their passenger-manifests, agents, booking slips, etc., to give them admittance to their steamers, passengers, boarding houses, agencies, etc., etc., briefly, to enable the officials to fulfill their duty to the satisfaction of the N. D. L. V. Lines.

It is understood that in cases where the Clearinghouse expresses its doubts as to the origin of a passenger, it is the duty of the forwarding or booking British Line to prove to the Clearing-house's satisfaction that the passenger is not a Continental one in the sense of this agreement. If such British Line should not be in a position to prove to the satisfaction of the Clearing-house that the passengers are of British. Scandinavian or Finnish origin in the sense of this agreement, such passengers to be accounted for as Continentals without demur.

It is distinctly understood, however, that the above investigations by the N. D. L. V. Lines' Clearinghouse does not free the British Lines from the obligation to take themselves every measure in their power so as to avoid that passengers, who are Continentals in the sense of this agreement, are not accounted for by them, and for every Continental passenger not

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## Petitioner's Exhibit 742

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Proposal of the British Lines.

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If it should be proven that contrary to this agreement a British Line has carried Continental passengers without accounting for them, a fine of  $\pounds$  10 (besides the compensation money) shall be paid by the British Lines to the N. D. L. V. Lines for each passenger (Soul) so booked, and in case of a repetition of such offense, by the same line, the fine shall be doubled.

Counter-proposals of the N. D. L. P. Lines.

so accounted for, the British Lines shall pay to the N. D. L. V. Lines damages £ 10 (besides the compensation money as stated above) and in case of repetition of such offence by the same Line this amount shall be doubled.

7. For Continental business only gross through rates off Continental ports to be quoted; it is for instance not allowed to quote net rates off U. K. ports, as hitherto practised. The Continental steerage gross rate of any British Line off a Continental port, (which includes a commission of not exceeding fifteen Marks per adult and the actual local transportation, that is, from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the N. D. L. V. Line off the same port, and in the case of a Continental port, not being frequented by steamers of a N. D. L. V. Line, the lowest gross rate of the British Lines off such port must not be lower than the lowest gross through rate quoted by any N. D. L. V. Line off such port.

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It being the sense of this agreement, that the British Lines should carry the share allotted to them as nearly as possible, it is agreed that in case and as long as the British Lines are short of their allotment, the Line or Lines of them which are short, may reduce their rate below the aforesaid minimum on submitting proof of such shortage to the N. D. L. V. Lines. In like manner in case and so long as the British Lines are in excess of their allotment, the Line or Lines of them which are in excess, are bound to advance their rates even above the aforesaid minimum. Such

6. The Continental steerage gross rate of any British Line off a Continental port, (which includes 15 shillings commission and the actual local transportation, that is, from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the N. D. L. V. Line of the same port, and in the case of a Continental port not being frequented by steamers of a N. D. L. V. Line, the lowest gross rate of the British Lines off such port must not be lower than the lowest gross rate of any N. D. L. V. Line, but in case the British Lines are short of their allotment of 7.8 per cent, the Line or Lines of them which are short, may reduce their rate below the aforesaid minimum, provided the consent of the N. D. L. V. Line of the respective port, or in the case of a port not frequented by steamers of a N. D. L. V. Line, the consent of all of them is previously obtained. This consent is not required in the case of Lines not having a German license.

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## Petitioner's Exhibit 742

Counter-proposals of the N. D. L. V. Lines.

reduction or advance to be applied by the Line, which reduces or advances uniformly and simultaneously off all ports; for instance, a British Line having had off Antwerp a rate of 140 Marks, off Rotterdam 140, off Bremen 150, off Hamburg 150, off Libau 160 and intending on account of shortage to reduce by ten Marks, such Line would have to quote simultaneously off Antwerp 130 Marks, off Rotterdam 130, off Bremen 140, off Hamburg 140, off Libau 150.

In case the British Lines are short of their allotment as per clause 3 the N. D. L. V. Lines agree to book passengers for them as far as the law permits and the British Lines agree to accept such passengers offered to them.

The British Lines and the N. D. L. V. Lines shall communicate to each other through the Secretaries any change in their rates three days before it is published.

The prepaid rate of any Line shall not be below the equivalent of the Westbound rate at the following scale:

3 5 1		D-11	11
Mark	100		241/2
66	110	66	27
64	120	66	291/2
6.6	130	6.6	311/2
66		66	34
6.6		**	
**	160	44	36½ 38½
66	170	"	41
66	180	44	431/2
66	190	**	451/2
44	200	44	48
	66 66 66 66 66 66	" 120 " 130 " 140 " 150 " 160 " 170 " 180 " 190	" 110 " " 120 " " 130 " " 140 " " 150 " " 160 " " 170 " " 180 " " 190 "

and the British Lines to pay the same commission as the N. D. L. V. Lines.

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The British Lines and the N. D. L. V. Lines shall communicate to each other through the Secretaries any change in their rates 24 hours before it is published.

The prepaid rate of any Line shall not be below the equivalent of the Westbound rate at the following 7767 scale:

Mark	100	Dollar	241/2
**	110	**	27
66	120	44	291/2
66	130	66	311/2
44	140	**	34
44	150	4.6	361/2
44	160	46	381/2

and the British Lines to pay the same commission as the N. D. L. V. Lines.

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Counter-proposals of the N. D. L. V. Lines.

The British Lines and the N. D. L. V. Lines mutually undertake that they will not book Steerage passengers as Second Cabin with a view to evading the conditions of this agreement. All Continental passengers paying a rate less than the second cabin Continental rate of the respective steamer to be accounted for as steeragers. As second cabin rate to be considered the rate, fixed in a special second class agreement by the parties to this contract and during the time such cabin agreement not being in existence, a rate 30 Marks higher than the lowest Continental Lines gross steerage rate; but in no case the British Lines' Continental second class rate shall be lower than Marks 180, unless the N. D. L. V. Lines or any one of them quote a lower second class rate, in which case the British Lines are entitled to the same rate.

8. That the N. D. L. V. Lines hold themselves free to suspend the guarantee of the share of the B. L. under this agreement for such time as the British Lines or any of them may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit.

 The direct Mediterranean Services of the Lines parties to this agreement are not concerned in this agreement, except as stated in clauses 3 and 5.

The British Lines with the exception of the existing services of the Anchor Line and White Star Line are excluded from the direct Mediterranean business.

The British Line and the N. D. L. V. Lines mutually undertake that they will not book Steerage passengers as Second Cabin with a view to evading the conditions of this agreement.

Any complaint by the N. D. L. V. Lines tho the Arbitrator should be considered by him with reference to the Second Cabin Continental passenger rate for Continental passengers being about £ 8 for Slow and £ 9 for fast Lines off the Continental port. The Arbitrator is not to take into consideration the Second Cabin rate for British or Scandinavian passengers.

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That the N. D. L. V. Lines hold themselves free to suspend the guarantee of 7/8 per cent, for such time as the British Lines may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit.

- The direct Mediterranean Services of the Lines Parties to this agreement are not concerned in this agreement, except as before stated.
- 15. That the British Lines with the exception of the Anchor Line and White Star Line withdraw from the Italian Westbound business and are prepared to agree rates Eastbound.

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## Petitioner's Exhibit 742

Counter-proposals of the N. D. L. V. Lines.

10. The consideration of the old clause 8 is suspended and no alteration was made in it pending the consideration of a pool for the entire third class business eastbound.

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8. The American Line Southampton service, Cunard Line, Newyork service, and White Star Line shall adopt for Continental Eastbound passengers to all Continental ports the lowest rate of the Norddeutscher Lloyd or Hamburg-Amerika Linie's. Fast services to Bremen and Hamburg, except for their steamers "Germanic," "Britanic," "Adriatic," "Cymric," "Aurania," "Servia," "Berlin," "Chester," for which steamers the said British Lines shall be allowed to charge to Bremen a two dollar lower rate than the Norddeutscher Lloyd fast service and to Hamburg a two dollar lower rate than the Hamburg-Amerika Linie's fast service, and the other British Lines' services shall adopt for Eastbound Continental passengers to each Continental port the lowest rate of the other N. D. L. V. Lines' services to the same port, and in the case of ports not frequented by a N. D. L. V. Line, the lowest through rate of any N. D. L. V. Line to such port. (Italian and Oriental passengers excepted).

The N. D. L. V. Lines shall inform the British Lines through the Secretaries of the Conferences in Newyork of any change in their rates and such changes must be followed in accordance with the foregoing within four days.

The British Lines shall pay the same commission as the N. D. L. V. Lines.

All rates shall be from the port of embarkation to the respective Continental port of debarkation. Passengers booked through to interior points shall be charged the actual railroad fare from the port of debarkation to such point. (Italian and Oriental passengers excepted.)

The Holland-Amerika Linie and Red Star Line cannot reduce their Eastbound Continental rate for

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Petitioner's Exhibit 742

Counter-proposals of the N. D. L. V. Lines.

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11. For the purpose of controlling the proportions of the traffic the Secretary of the North Atlantic passenger Conference shall telegraph to the Secretary of the N. D. L. V. Lines not later than 8 days after the 7th, 15th, 23rd, and last of each month the number of Continental passengers forwarded by the British Lines in the course of the respective pool period.

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In like manner the N. D. L. V. Lines shall communicate to the Secretary of the North Atlantic Passenger Conference the returns of the numbers of passengers carried by the N. D. L. V. Lines.

Pool statements for each month to be made up by the Secretary of the N. D. L. V. before the 20th of each succeeding month and remittance to be made before the end of the month next ensuing. Re-

the purpose of competing with the Compagnie Générale Transatlantique by more than four dollars below the lowest rate of the British Lines, unless they obtain the present of the Committee "A."

The Committee "A" shall consist of two gentlemen named by the British Lines, and two gentlemen named by the N. D. L. V. Lines, the latter to appoint the Chairman, the majority to decide, and in case the Committee cannot reach a decision, Mr. Thomas H. Ismay to act as umpire.

If any other Line than the Holland-Amerika Linie and the Red Star Line desire to enter into this competition with the Compagnie Générale Transatlantique, the Committee will decide whether or not they

are to do so.

Foot-note. The consideration of clause 8 is suspended and no alteration was made in it pending the consideration of a pool for the entire third class business eastbound.

For the purpose of controlling the proportions of the traffic, full and exact return of all Continental business by N. D. L. V. Lines shall be furnished to the Secretary of the North Atlantic Passenger Conference.

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Liverpool, (who will act as Secretary for British Lines under this agreement), such information and all accounts to be made up four times each month viz. on the 7th, 15th, 21st and last day of each month and remittances to be made before the next month ensuing.

10. Pool statements and settlements as between the British and N. D. L. V. Lines to be made weekly.

Remittances in compensation to British Lines to be made by Banker's draft on London, payable to the Counter-proposals of the N. D. L. V. Lines.

mittance in compensation to British Lines to be made by Banker's draft on London, payable to the North Atlantic Passenger Conference. Remittance in compensation to N. D. L. V. Lines to be made as may be advised by the N. D. L. V. Lines' Secretary.

The British Lines shall for each month, and not later than the 15th of the next month hand in to the Secretary of the N. D. L. V. full manifests of all steerage passengers carried by them showing full names and age of the passengers, their origin and the steamer and date on which they have sailed, pointing out which of them are accounted for as Continental passengers, and stating at the same time the Continental port through which they came.

- 12. If the N. D. L. V. Lines fix the age of children carried at half rate from one to ten years, the British Lines guarantee to do the same so far as Continental passengers are concerned. They also agree to endeavor to adopt the same rule for British business.
- 13. In all cases in which differences of opinion arise on the terms and meaning of this agreement, not only the tenor but more and especially the spirit of it has to be considered by the parties as well as by the arbitrator.
- 14. Arbitration clause. All differences between the parties to be settled by arbitration. Such arbitration to take place between the two contracting parties *i. e.*, the British Lines on the one side and the N. D. L. V. Lines on the other side for every alleged fault or breach of contract, although the same may have been committed by one line only. Settlement according Belgian laws. Clause G. J. & K. to be altered.

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North Atlantic Passenger Conference. Remittance in compensation to N. D. L. V. Lines to be made as may be advised by the N. D. L. V. Lines' Secretary.

The British Lines shall four times each month viz. on 7th, 15th, 21st and last day of the month make up and hand in to Secretary of the N. D. L. V. a list of the Continental passengers carried by them, showing the full names, the age of the passengers, the Continental port from which received, and the steamer and date on which they have sailed.

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12. If the N. D. L. V. Lines fix the age of children carried at half rate from one to ten years, the British Lines guarantee to do the same so far as Continental passengers are concerned. They also agree to endeavor to adopt the same rule for British business.

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14. Arbitration clause.

## Petitioner's Exhibit 742

Counter-proposals of the N. D. L. V. Lines.

15. This agreement is to operate from 1st March, 1905, and to continue for five years subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1910.

Passengers embarked for the British Lines from a Continental port on or before the date of termination of the agreement, shall be accounted for although they may sail from Great Britain at a later date.

16. This contract is subject to the condition that an agreement be reached with reference to the east-bound business.

13. This agreement is to operate from 1st March, 1905, and to continue for 5 years subject to any Line having the right to withdraw on giving three months' notice on or after the 1st of March, 1910.

Passengers embarked for the British Lines from a Continental port on or before the date of termination of the agreement, shall be accounted for although they may sail from Great Britain at a later date.

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#### APPENDIX 'A."

### CONTINENTAL STEERAGE TRAFFIC:

For the purpose of arriving at the British Lines' allotment of Continental Pool under the agreement of 1895, the carryings during the years 1887 to 1892 were taken as a basis.

In that period the total Continental traffic by all Lines was 1,406,503 souls, of which British Lines carried 181,516 or 12.9%.

In consideration of Continental Lines retiring from Scandinavian and British business, British Lines consented to surrender such share of Continental traffic as would equal in numbers the total British and Scandinavian carryings by Continental Lines in the period which amounted to 97,048 passengers and which represented 6.9% of the total Continental traffic; thus leaving 6% as British Lines share of the Pool.

In the period from 1895 to August, 1905, the total Continental carryings were 2,432,222 of which 6% = 145,933.

Petitioner's Exhibit 742

Counter-proposals of the N. D. L. V. Lines.

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In view of the fact that the proportion of British and Scandinavian to Continental business is varying, the share of the two parties to this agreement in Continental business should vary in the same ratio and should automatically adjust itself in accordance with the variations year by year in the proportions of the total British and Scandinavian traffic on the one hand and the Continental traffic of the Lines parties to this agreement on the other, and the figures in each preceding year are to form the basis upon which to calculate the current year's Pool division.

If the British Lines had been free to take 12.9% this number would have increased to 313,756 a difference of 167.823, lost to British Lines.

Of Scandinavian and British traffic, the 97,048 passengers carried by Continental Lines in 1887—1892 = 8.15% of the total Scandinavian and British traffic in that period.

In the years 1895 to August, 1905, the British Lines carried 1,411,502 British and Scandinavian passengers. If Continental Lines had continued to take 8.15% of this that would = 115,037 passengers.

On that basis the British Lines give up 167,823 Continentals for 115,037 British and Scandinavians, representing a nett loss of 52,786 passengers which equal 2.17% of the total Continental traffic, and showing that instead of 6% British Lines were entitled to 8.17% of the Continental Pool averaging over the 11 years named.

Of this 6% the Cunard Lines' proportion when they retired from the Pool was 0.37% leaving for the British Lines parties to the present agreement 7.8%.

In view of that fact that the total British and Scandinavian business is a varying quantity, the sacrifice the British Lines make on Continental business should vary in same ratio, and the British Lines' share of Continental Pool should automatically adjust itself in accordance with the variations year by year in the total British and Scandinavian traffic on the one hand and the Continental traffic on the other, and the figures in each preceding year should be the basis of the current year's Pool division.

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# Petitioner's Exhibit 743 for Identification.

"G" file of circular letters from H. Peters to the White Star Line from Jan., 1908, No. 1 to 455, also letters marked "G 692" to "G 1103" inclusive for Jan., 1910.

## Petitioner's Exhibit 744.

## MEMORANDUM OF RATES

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#### IN OPERATION FOR

### Scandinavian Business.

Cunard Line for "Campania," "Lucania," "Etruria"				
& "Umbria"	£4 per a	dult	off	Hull
Cunard Line for other steamers	£3.10.0.	66	44	66
White Star Line for "Teutonic" & "Majestic"	£4. 0.0.	66	66	66
" for other steamers	£3.10.0.	64	66	66
American Line for "New York" and "Paris"	£4. 0.0.	44	66	66
(New York Service) for other steamers	£3.10.0.	66	66	66
(No change to be made in Scandinavian Rates with	out Specia	al N	otio	e.)

7806

#### Finnish Business.

Cunard Line for "Campania," "Lucania," "Etruria" & "Umbria"	£4 per a	dult	off	Hull
Cunard Line for other steamers	£3.10.0.	**	"	44
White Star Line for "Teutonic" and "Majestic"	£4. 0.0.	66	66	66
" for other steamers	£3.10.0.	66	86	44
American Line for "New York" & "Paris"	£4. 0.0.	66	66	6.
(New York Service) for other steamers	£3.10.0.	66	66	"
(No Change to be made in Finnish Rates without	Special N	Voti	ce.)	

The "Fast Lines" having arranged amongst themselves as above, the "Slow Lines" as undernamed, agree to charge:

## Petitioner's Exhibit 744

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For Scandinavian Business, the lower rate (£3.10.0.) named above, and to make no change in this rate for Scandinavian business without first notifying the other parties signatory hereto.

For Finnish Business, the lower rate (£3.10.0.) named above, and to make no change in this rate for Finnish business without first notifying the other parties signatory hereto.

Allan Line (Liverpool & Glasgow)	John Ennis	
American Line (Philadelphia Service, Liverpool)	J. Fleetwood	
Anchor Line (Glasgow)	John Aitchison	7808
Beaver Line (Liverpool)	D. Wilson	
Dominion Line (Liverpool)	H. J. Marshall	
Guion Line (Liverpool)	G. Ramsden	
L'pool, July 11th, 1893.		

#### Petitioner's Exhibit 745.

Liverpool, September 10th, 1895.

AGREEMENT between the undersigned representatives of the Hamburg-American Packet Co.; North German Lloyd; Nertherland American Line; Red Star Line; Allan and Allan State Lines (Liverpool, London and Glasgow); American Line (Liverpool and Philadelphia, and Southampton and New York); Anchor Line; Beaver Line; Cunard Line; Dominion Line; and White Star Line.

- 1. That the British Lines, namely—Allans, Liverpool and London and Glasgow, American, Southampton and Liverpool, Anchor, Beaver, Cunard, Dominion and White Star Lines, agree to enter into a pool contract with the Continental Pool Lines, namely—Hamburg-American Packet Co., North German Lloyd, Nederland-American, and Red Star Lines, the said British Lines to be considered as one party, the Continental Lines as the other party hereto.
  - 2. The Continental Lines, including the Scandia and Hansa Lines, agree to withdraw altogether from the carriage of Scandinavian (Norway, Sweden, Denmark and Iceland), Finnish and British Steerage business, Westbound and Eastbound, direct and indirect (except indirect Eastbound for Scandinavian and Finnish business by Hamburg and Bremen direct steamers only), and conditional upon this.
  - 3. The British Lines agree to accept as their share of the Continental traffic six per cent (6%) per annum of same, such traffic to include all passengers from ports between Cronstadt and Bordeaux inclusive, but if any Line or Steamship Company, not party to this agreement, should come into the business of taking Continental passengers over Great Britain, any passengers taken by such new line are not to form part of the aforesaid six per cent allotted to the British Lines, but in case of such new competition of

7812

a British Line on the continent, the Continental Lines have the right to suspend the agreement, the same as the British Lines have the right to suspend the agreement if a Continental Pool Line competes therewith for Scandinavian and/or British business.

4. That this agreement be subject to a power of suspension being exercised by any Line, should a new Line or steamer or steamers outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new line steamer or steamers belong to or are chartered by any of the existing Continental Lines, or in which any of the existing Continental Lines should have any other interest, direct or indirect, the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any line steamer or steamers seeking to attack the British interests in Scandinavia.

5. The British Lines agree to pay compensation to the Continental Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share of six per cent. The Continental Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment of six per cent.

7815

- 6. That the British Lines agree to fix their minimum cash rate at the equivalent of the lowest gross rate in operation from time to time by Continental Pool Lines, and to allow same Commission as Continental Pool Lines, and to assimilate their prepaid rates thereto by charging the equivalent of their gross cash rates, less an allowance of three dollars to Agents.
- 7. The British Lines agree to take forward such Scandinavian cash and prepaids, not exceeding two thousand souls, as may already have been booked by

7817

Scandia and Hansa Lines to sail during 1895 at rates at which they have been sold, but not less than eleven dollars net per adult, the Scandia and Hansa Lines to deposit with the Acting Secretary, within ten days of the signing hereof, a full list of all passengers booked at full rates, giving names, ages and destinations.

The British Lines also agree to take forward any Scandinavian passengers the North German Lloyd may have booked under their contract to sail in 1895. and any Finnish passengers they may have booked under their contract with the Scandinavian-Finnish Emigration Co., to sail up to June 30th, 1896, which contracts fix rates the same as the higher rates of the

fast British Lines.

7a. That the Scandinavian and Finnish American Emigrant Co.'s contract with the North German Lloyd be carried out by the latter, who shall account to British Lines for all passengers carried under it on the basis of British Fast Lines' nett rates off Liverpool, less 20s. per adult, and Statements of such passengers carried and settlements for them to be made on the same lines as Clause 10.

8. That the Continental Lines hold themselves free to suspend the guarantee of six per cent for such time as British Lines may decline to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of governments or epidemics prevent Russian and/or Austrian transit.

o. That the Lines arrange the Eastbound Continental Steerage rates, and that the American Line, Southampton Service, Cunard Line, New York Service, and White Star Line agree that their eastbound rates for Continental through bookings shall not be less than the Eastbound steerage rate fixed for the North German Lloyd, or the Hamburg Company's Express service; that the Eastbound Steerage rates of the British

Slow Lines are not to be less than the lowest rates of any of the Continental Pool Lines.

10. Pool Statements and settlements as between the British and Continental Lines to be made monthly. For the purpose of controlling the proportions of the traffic, full and an exact return of all Continental business by Continental Pool Lines shall be furnished to the acting Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool (who will act as Secretary for British Lines under this Agreement), such information for each month to be given, and all accounts to be made up before the expiration of the month next ensuing. Remittances in compensation to British Lines to be made by Banker's draft on London, payable to the North Atlantic Passenger Conference. Remittances in compensation to Continental Lines to be made as may be advised by the Continental Lines' Secretary.

11. The British Lines agree that they will not establish any organization in Great Britain or take any steps for the booking of Continental passengers, except through their regular authorised Continental Agencies.

12. That should a final agreement not be reached with other British Lines or with Continental ones on points bearing on those above referred to, the acceptance of said points is not to be binding on the signatories hereto, who are at liberty, in any fresh negotiations, should such be necessary, to consider them as beginning de novo.

13. That this agreement, subject to the operation of clauses 3 and 4, is to be operative for three years from the date hereof.

. 14. That the British Lines, with the exception of the Anchor Line, withdraw from the Italian Westbound business, and are prepared to agree rates eastbound. 7820

#### Petitioner's Exhibit 746.

#### CONTINENTAL BUSINESS.

AGREEMENT between the following British Lines, viz:
Allan and Allan State (Liverpool, London and
Glasgow); American (Liverpool and Philadelphia,
and Southampton and New York); Anchor;
Beaver; Cunard; Dominion, and White Star Lines,
for controlling and pooling the share of Continental
Traffic allotted to British Lines in accordance with
the foregoing agreement with Continental Lines.

This traffic will be pooled in the manner following:

7823

(a) The Cunard and White Star Lines to accept as their joint share of the Continental traffic allotted to British Lines an aggregate of 1,100 adults per annum, which the other Lines guarantee. The balance of the traffic to be pooled as per clause (b) and the pooled amount divided in the following percentage proportions.

	%
Allan Line (Liverpool)	9.12
" (Glasgow)	21.59
American Line (Liverpool)	24.43
" (Southampton)	13.05
Anchor Line	18.59
Beaver Line	5.00
Dominion Line	8.22

7824

(b) The Lines (except Cunard and White Star) to pool the nett Passage Money received off Liverpool, Glasgow, or Southampton, less a carrying rate of £1 10/-.

100.00

2. The initial rates to be charged by British Lines to be £3 10/- per adult nett off Liverpool or Glasgow,

or in the case of American Line Southampton service, £3 15/- per adult nett off London. These rates to be varied from time to time for any Line in such a way as may be considered necessary, to enable any Line or Lines to obtain, and to prevent their exceeding, their respective allotments.

- 3. The Allan and American Lines reserve the right to carry their Pool Shares of the traffic by any of their different services as may suit these Lines respectively.
- 4. Pool settlements will be made weekly, and the Lines to furnish to the Acting Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool (who will act as Secretary under this agreement) not later than Monday in each week, a full and exact return of all Continental Passengers carried during the previous week.

Prepaid and Cash passengers already booked prior to the signing hereof will not be pooled.

- 5. The Lines will deposit with the Secretary within 10 days of the signing hereof, a full list of all cash passengers booked at old rates, giving passengers' names, ages and destinations. The lists of such passengers to be consecutively numbered for reference and purposes of identification by the Secretary and Auditor at the time passengers travel. In the case of Prepaid Passengers at old rates, the prepaid certificates to be produced to the Secretary and Auditor as the passengers come forward.
- 6. The British Lines retire altogether from Italian business Westbound, except the Anchor Line. The British Lines' Italian Agents are not to be prejudiced through having acted as such in their subsequent dealings with the Mediterranean Lines. All British Lines forward bookings of Italian to be accepted and carried by such Mediterranean Lines.

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- 7. This agreement shall be in operation three years from date hereof subject to the power of suspension being exercised by any Line should any new Line (or opposition steamer or steamers) not now in the business seek to compete for steerage business.
- 8. Amounts received under the agreement between the British Lines and Continental are to be divided between the British Lines in the proportions in which the British Lines carry other Scandinavian and Finnish passengers between the date hereof and the expiry of the Emigrant Co.'s contract on June 27th, 1896.

#### BRITISH BUSINESS.

AGREEMENT between the following British Lines, viz:—Allan and Allan State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion and White Star.

- 1. That the rules and regulations of July, 1893, for the government of the Steerage Passenger Business be re-enforced forthwith.
- 2. That the commission to Agents for securing Cash Passengers shall not exceed six shillings per adult each, and to brokers scheduled shall not exceed nine shillings each.
- 3. That the rate for steamers "Lucania," "Campania," "Etruria" and "Umbria," of the Cunard Line; "Paris," "New York," "St. Louis" and "St. Paul," of the American Line; and "Teutonic," and "Majestic," of the White Star Line be £5 10 0 off the Port of embarkation.
- 4. That for all other steamers of the Cunard, White Star, and American, Southampton Service, also the steamers of the Canadian Lines from Liverpool, and the Anchor Line S.S. "City of Rome" and "Furnessia," and the Allan Line S.S. "State of California," the rate be £5 5s. off the Port of Embarkation.
- 5. That for steamers of the Allan Line, Glasgow-New York and Glasgow-Quebec Services, also the S.S. "State of Nebraska," the American Line Steamers Liverpool to Philadelphia, and Anchor Line Steamers to New York (except "City of Rome" and "Furnessia") the rate of £5 off the Port of Embarkation.

7832

That for Allan and Allan State Lines, Glasgow to Boston and Philadelphia Direct Services, by all steamers regularly carrying cattle, the rate be £4 15/from Glasgow only, but from Irish and English ports the rate for these steamers shall be £5.

5a. That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Acting Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

- 6. That free railway tickets be granted only from ports of debarkation to New York. Boston, Philadelphia, or Baltimore.
- 7. That the prepaid rates of steamers of the Cunard, White Star, and American Southampton Service be \$26.50 less \$2 commission.
- 8. That the prepaid rate of Anchor, Allan, Allan State, Beaver, Dominion, and American Philadelphia 7836 Lines be \$25.50 less \$2 commission.
  - o. That Homeward orders be the equivalent of the East Bound rate, commission 6/- from New York. Boston, Philadelphia, and Baltimore to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines who may give free rail tickets, Liverpool to London.
  - 10. The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any

change so made to be proportionate to the rate named herein.

- II. This agreement to be operative for three years from date hereof, subject to clause 10, and to the power of suspension being exercised by any line should any new line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.
- 12. That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadaian Lines, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 6.

Liverpool, September 10th, 1895.

#### Petitioner's Exhibit 748.

(Appendix to Minute 217.)

# SCANDINAVIAN AND FINNISH STEERAGE PASSENGER BUSINESS.

(Including Iceland.)

AGREEMENT between the following British Lines, viz: Allan, and Allan-State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Thingvalla Line, Copenhagen.

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r. That Prepaid Rates for Scandinavian Business (Norway, Sweden and Denmark) from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, and Aalesund, be—

For American Line (Southampton Service), Cunard White Star and Thingvalla Lines......

\$30.50 per adult, \$28.50 "

7842

Children between 1 and 12 years, half fare; Infants under 1 year, \$3.

Commission \$3 per adult.

From Stockholm the rate to be \$3 additional.

That gross cash rates for Scandinavian Business (Norway, Sweden and Denmark) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, and Aalesund—

	Gr	OSS.		-	ett enha	of agen.	
For Thingvalla Line's Steamers (all ports as above) For the Lucania, Campania, Etruria and Umbria, of the Cunard Line, and Paris, New York, St. Louis		Krs.		tt oi		andi-	
and St. Paul, of the American Line, and Teutonic and Majestic of the White Star Line	117	Krs. Krs.	£	5	15		
mission to Head Agents, 12 Krs. per adult. 6.00 Krs. per child.							7844
2. That Prepaid Rates for Finnish Busine from ports of Abo, Hango or Helsingfors		or					
For American Line (Southampton Service), Cunard, White Star and Thingvalla Lines	\$33. \$31.	50 per	adu	ılt.			
That the gross cash rates for Finnish I direct Steamers from Abo, Hango or Hels Hull or Copenhagen be fixed as follows—							7845
	Gross i	Fin- farks.		ett o		ort	1040
For Thingvalla Line's Steamers  For the Lucania, Campania, Etruria and Umbria, of the Cunard Line, and Paris, New York and St. Louis and St. Paul of the American Line and Ma-	185		£6	15	0		
jestic and Teutonic of the White Star Line For all other Steamers of the Lines party hereto	185 167		£6	15	0		

Children between 1 and 12 years, half fare: Infants under 1 year, 15 Marks gross, 10/- nett. Commission to Head Agents, 17 Finnish Marks per adult.

That the cash rate for Icelandic passengers be fixed as follows: For fast steamers 130 kroners, for all other steamers of the Lines party hereto 115 from Iceland to Landing port in America. Children between 1 and 12 half-fare, Infants 10 kroner, 10s. net. Commission to head Agents 9 kroner per adult, Kr. 4.50 per child. No prepaids to be issued.

2a. The above rates are subject to change at any time any Line considers such change necessary or desirable on giving a for exht's notice. Any change so made to be proportion on to the rate named herein.

- 7847
- 3. That beyond said commission no allowance per passenger of any kind based upon results, present, prospective, or retrospective, be made. Each Company shall, however, be at liberty to allow its head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agent's bookings, as it may think desirable. The limit of such allowances being fixed by clause 14 hereof.
- 4. The Thingvalla Line to confine its direct business to the ports it ran from prior to July, 1893 and to its present fleet.
- 5. That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in force for the Steamer carrying such passengers.
  - 6. The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.
  - 7. Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.
  - 8. The Thingvalla Line undertakes not to engage as steward, or in any other capacity, for the passage

out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time for an examination into the circumstances, should the Secretary or the Association desire it.

9. The Acting Secretary of the Passenger Conference, at 23 Water Street, Liverpool, shall act as Secretary in Europe under this agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scandinavian passengers carried during the previous week.

- 10. Free and reduced passages prohibited, no passengers shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives.
- shall at any time desire to prefer any claim against any other of the said parties for damages arising out of any infraction of this Agreement, the provisions of arbitration shall be as follows:
- (a) Arbitration proceedings in Europe shall, at the option of the complaining party, take place at Copenhagen, Liverpool, or Glasgow.
- (b) Notice of intention to prefer a claim shall be given to the party complained of, stating the nature and leading particulars of the said claim.
- (c) Unless the disputing parties mutually agree as to the appointment of an arbitrator within seven days from the date of the aforesaid notice, each party in difference shall without delay, choose an Arbitrator, the two Arbitrators so chosen electing a third; but

7853

should they not do so within seven days of the earliest appointment, such third Arbitrator shall be elected by a vote of the majority of the parties hereto. The decision of any two of these three Arbitrators shall be binding and final concerning the matter in difference.

(d) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given, the one arbitrator who has been chosen shall be and is hereby authorized to proceed to decide on the matter in difference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be binding and final.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred come within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved infractions are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

- (g) The fine for breach of this Agreement by any Company, party hereto, shall not be less than fifty nor more than five hundred pounds sterling or the equivalent, for each conviction, and for breach by any Agent in accordance with the scale given in clause 14, sub-clause 4 b.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the Award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto

be disqualified for acting in any capacity for any Company, party to this Agreement, and if continued as Agent or reinstated without the consent of all parties hereto, during the continuance of this Agreement, it shall constitute an infraction hereof.

- (i) The Arbitrator or Arbitrators shall have power to reconsider any bad or faulty decision by him or them if cause be shown satisfactory to him or them within one week or, if the Arbitrator or Arbitrators see cause to extend the time, within three weeks of the date of the decision.
- (j) Disposal of Fines. All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.
- (k) This agreement may be made a rule of Her Majesty's Court of Queen's Bench, or her Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any Court in whose jurisdiction such party may reside.

12. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Line, with their interpreters, and the Acting Secretary under this agreement or his nominee.

In the event of the Acting Secretary being the representative of the complaining or defending Line, another Secretary shall be nominated by the Lines, other than those at issue.

7856

#### Petitioner's Exhibit 748

- 13. That the annexed Agreement Rules and Regulations for Agents be adopted and enforced.
- 14. This agreement to be operative for three years from the date hereof, subject to clause 2a and to the power of suspension being exercised by any Line should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents throughout Scandinavia, but not more than 7859 £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months.

> 15. That the attached be the regulations for conducting the business in Europe.

#### CONTINENTAL BUSINESS.

AGREEMENT between the following British Lines, viz: Allan and Allan-State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing Agreement with the Continental Lines.

This traffic will be pooled in the manner following:

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- 1.—(a) The traffic to be pooled as per clause (b) and the pooled amount divided in the following per centage proportions. Traffic until 10th September, 1898, is subject to distribution as per Agreement of 10th September, 1895, afterwards:
  - 1. Allan Line (Liverpool)
  - 2. Allan Line (Glasgow)
  - 3. American Line (Liverpool)
  - 4. American Line (Southampton)
  - 5. Anchor Line
  - 6. Beaver Line
  - 7. Cunard Line
  - 8. Dominion Line
  - o. White Star Line

Lines numbered 1, 2, 3, 5, 6 and 8 receive 79 per cent, Lines numbered 4, 7 and 9 receive 21 per cent. Each group to arrange its own Sub-division.

- (b) The Lines to pool the nett Passage Money received off Liverpool, Glasgow, or Southampton, less a carrying rate of £1 10/- per adult.
- 2. The rates to be charged by British Lines to be those fixed by clause 6 of agreement with Continental Lines.

- 3. All Lines having more than one service reserve the right to carry their Pool Shares of the traffic by any of their different services as may suit these Lines respectively.
- 4. Pool settlements will be made weekly, and the Lines to furnish to the Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool, not later than Monday in each week, a full and exact return of all Continental Passengers carried during the previous week, and furnish the particulars required by Clause 10 of the Agreement with Continental Lines.
- 5. No passenger of Continental origin (as defined in Clauses 3 and 5 of Agreement with Continental Lines) shall be booked as a British Passenger who has not resided in Great Britain for at least 5 weeks.
- 6. The British Lines retire altogether from Italian business Westbound, except the Anchor Line, for their service direct from the Mediterranean to America.
- 7. This agreement is to commence on the 1st June, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, and subject to Clause 4 of Agreement with Continental Lines.
- 8. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at Liverpool.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party com-

plained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post, prepaid in a registered letter duly addressed to the principal office in England of any party hereto, and shall be deemed to have been delivered in the ordinary course of post.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

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(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him, or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic

violation of this Agreement, and shall impose penalties accordingly.

- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £500 nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true at ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause

7871

to extend the time, then within three weeks of the issue and publication of the said Award.

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any Arbitration hereunder. (Signed)

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AMERICAN LINE,

(Liverpool and Philadelphia, Southampton and New York.)

ALLAN LINE.

Liverpool and London.

ANCHOR LINE,

For the

BEAVER LINE,

DOMINION LINE,

Liverpool.

CUNARD STEAMSHIP CO., LTD.

ALLAN LINE & ALLAN-STATE LINE,

Glasgow.

WHITE STAR LINE.

Liverpool, 15th June, 1898.

#### Petitioner's Exhibit 750.

BRITISH BUSINESS (Steerage Westbound).

AGREEMENT between the following British Lines, viz: Allan and Allan and State, (Liverpool, London, and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; and White Star.

- That the rules and regulations in operation July, 1893, and also those for Agents annexed, be considered part of this Agreement.
- 2. That the commission to any Agent for securing Cash Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and for Prepaid Passengers, \$2 per Adult, \$1 per Child, \$0.50 per Infant.
  - 3. That the rates be as follows:

			Cash		Prepaid.
	ALLAN LINE Liverpool Canadian Service ALLAN LINE AND STATE LINE Glasgow—	£5	0	0	\$24.00
	New York Service	5	0	0	24.00
	Do Do. Boston Cattle Steamers	4	15	0	24.00
	AMERICAN LINE Southampton—New York Service—				
7878	S.S. St. Paul, St. Louis, Paris, New York	5	10	0	26.25
1010	S.S. Berlin, Chester	5	5	0	25.25
	AMERICAN LINE—Philadelphia	5	0	0	24.00
	ANCHOR LINE S.S. City of Rome, Furnessia	5	5	0	25.25
	Other Steamers	5	0	0	24.00
	BEAVER LINE	5	0	0	24.00
	DOMINION LINE S. S. Canada and New England	5	5	0	25.25
	Liverpool Canadian Service	5	0	0	24.00
	CUNARD LINE S.S. Campania, Lucania, Etruria,				
	Umbria	5	10	0	26.25
	S.S. Servia, Aurania, and Boston Service	5	5	0	25.25
	WHITE STAR LINE S.S. Teutonic, Majestic	5	10	0	26.25
	S.S. Britannic, Germanic, Adriatic, Cymric	5	5 5	0	25.25

Children between 1 and 12 years half fare; Infants under 12 months 10/- cash, \$3 prepaid.

When any service has two rates, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers, unless they have been paid difference in rate.

The foregoing rates apply only to Steamers at present employed in the Services of the Lines.

4. That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

5. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore, except Beaver Line, who are permitted to book at Ocean Rate to New York and Boston.

6. That Homeward orders be the equivalent of the East Bound rate at the exchange of 4/- per \$1 (commission 6/-) from New York, Boston, Philadelphia, and Baltimore to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines who may give free rail tickets, Liverpool to London.

7880

- 7. The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.
- 8. This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, subject to clause 7, and to the power of suspension being exercised by any line should any new line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.
- 9. That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.
- 10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at Liverpool.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature, and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in

a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Thingvalla Line, and shall be deemed to have been delivered in the ordinary course of post.

- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly. 7886

- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbi-

7890

trators see cause to extend the time then within three weeks of the issue and publication of the said Award.

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

7892

AMERICAN LINE Liverpool and Philadelphia
Southampton and New York
Richardson, Spence & Co.

ALLAN LINE, Liverpool and London . . Allan Brothers & Co

Liverpool & and London, Ltd., R. G. Allan, Director.

ALLAN LINE and STATE LINE, Glasgow Jas. & Alex. Allan.

Anchor Line ..... Henderson Brothers.

Beaver Line ..... For the Beaver Line.

D. & C. Mac Iver, Managers.

CUNARD STEAMSHIP Co. LTD...... A. P. Moorhouse.

DOMINION LINE, Liverpool ...... Richards, Mills & Co.

7893

Liverpool, June 15th, 1898.

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# Petitioner's Exhibit 750

For British & Irish Agents.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

# REVISED REGULATIONS FOR AGENTS

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-conference Line.

r. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

Cunard LineThe Cunard Steam	nship Co., Limited
Dominion Line Rich	hards, Mills & Co.
White Star Line	ay, Imrie & Co.

Agents not to book Passengers or represent themselves as Agents for any Line from whom they do not hold a License.

 No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license.

Amount actually received to be entered in the Ticket.

3. The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

No return or allowance to be made to Passengers or other persons.

4. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any person whatever. They are also prohibited from appointing Sub-Agents. The commission includes telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them.

Inland Bookings of Emigrant or Colonist Class, must take place through the Steamship Company only, and only to places mentioned in the Tariff.

5. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote rates to Passengers nor to cause them to be booked nor to receive commission for their being so booked, from the Port of De-

7898

barkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class Rates.

#### Remittances.

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6. Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference. No allowance is made for postage or any other charge excepting cost of Bankers' Drafts, Postal or Post-Office Order. Under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

# Bill-posting.

No charge is allowed to be made by Agents for bill-posting.

7902

Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

8. No Circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employés make or utter any statement concerning any Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agents' business.

Advertising rates of passage.

 When an Agent Advertises a Rate for Passage to America he must distinctly name the Line by which such rate is available.

Connection between Liverpool City Agents and Agents outside Liverpool.

In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Charge for Lodgings in Liverpool.

- (A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.
- (B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

Commission on Board or Lodging.

(c) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified. 7904



## Petitioner's Exhibit 750

Baggage Labels.

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(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

11. No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. . It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

ALLAN BROTHERS & Co.

LIVERPOOL & LONDON, LIMITED . . Allan Line.

J. & A. Allen ... ...... Allan State Line.

RICHARDSON, SPENCE & Co. . . . . . American Line, Liverpool-Philadelphia.

American Line, Southampton-New York.

HENDERSON BROTHERS ......Anchor Line.

D. & C. MACIVER ..... Beaver Line.

THE CUNARD STEAMSHIP Co. .... Cunard Line.

RICHARDS, MILLS & Co. . . . . . . . . Dominion Line.

ISMAY, IMRIE & Co. . . . . . . . . . . White Star Line.

July 1st, 1898. 7908

## SCANDINAVIAN AND FINNISH STEERAGE PASSENGER BUSINESS

(INCLUDING ICELAND.)

AGREEMENT between the following British Lines, viz: Allan, and Allan-State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Thingvalla Line, Copenhagen.

1. That prepaid Rates for Scandinavian Business (Norway, Sweden other than Stockholm, and Denmark) from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christianiand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg, be—

THINGVALLA LINE for S. S.

DOMINION LINE ...

THE PARTY OF THE PARTY OF D.	
Amerika\$30.75 per adul	t.
Other Steamers\$28.75 "	
ALLAN LINE, Liverpool, and	
ALLAN-STATE LINE, Glas-	
gow\$26.00 "	
AMERICAN LINE, Southampton,	7911
S. S. St. Paul, St. Louis, Paris	1311
and New York\$30.75	
S. S. Berlin and Chester \$26.00 "	
AMERICAN LINE, Liverpool\$26.00 "	
ANCHOR LINE\$26.00 "	
BEAVER LINE\$26.00 "	
CUNARD LINE, S. S. Campania,	
Lucania, Etruria, Umbria\$30.75 "	
S. S. Servia, Aurania, and Bos-	
ton Steamers\$26,00 "	

\$26.00

WHITE STAR LINE, S. S. Teu-	
tonic, Majestic\$30.75	64
S. S. Cymric, Britannic, Ger-	
manic Adriatic\$26.00	66

From Stockholm the rate to be \$3 additional. Children between 1 and 12 years, half fare; Infants under 1 year, \$3.

Commission to Agents, \$2 per adult.

When any Service has two rates, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers, unless they have been paid difference in rate.

That gross cash rates for Scandinavian Business (Norway, Sweden other than Stockholm and Denmark) be fixed as follows, from the ports of Gothenburg. Helsingborg, Malmo, Copenhagen. Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg—

Nett off

			Co	penh	agen.	4
HINGVALLA LINE for S. S. Amerika	Kr.	117	k	kr. 1	05	
Other Steamers	Kr.	110	K	Kr.	98	
			N	ett o	ff	
			Scandin	navia	n Port.	
LLAN LINE, Liverpool, ALLAN-STATE						
LINE, Glasgow	Kr.	98	£4	15	0	
MERICAN LINE (Southampton), S. S. St.						
Paul, St. Louis, Paris, New York	Kr.	117	£5	15	0	
S. S. Berlin, Chester	Kr.	98	£4	15	0	
MERICAN LINE, Liverpool	Kr.	98	£4	15	0	****
NCHOR LINE	Kr.	98	£4	15	0	7916
EAVER LINE	Kr.	98	£4	15	0	
JNARD LINE, S. S. Campania, Lucania, Etru-						
ria, Umbria	Kr.	117	£5	15	0	
S. S. Servia, Aurania, and Boston Steamers	Kr.	98		15		
DMINION LINE	Kr.	98	£4	15	O	
HITE STAR LINE, S. S. Teutonic, Majestic	Kr.	117	£5	15	O	
S. S. Britannic, Germanic, Adriatic, Cymric	Kr.	98	£4	15	O	
oss rate from Stockholm to be Kr. 12 higher tha	n					
above.						
ildren between 1 and 12 years, half fare; Infant	S					
under 1 year, 10 Krs. Gross. 10/-each, nett. Com						
mission to Head Agents, 12 Krs. per adult. 6.0						7017
, P						7917

Gress

2. Prepaid Rates for Finish Business, to or from rts of Abo, Hango or Helsingfors:

Krs. per child.

That Prepaid Rates for Finnish Business be the me as for Stockholm, that is \$3 higher than the andinavian Prepaid Rates tabulated above, Chilen between 1 and 12 years, half fare; Infants under year, \$3. Commission \$2 per adult.

That the gross cash rates for Finnish Business by ect Steamers from Abo, Hango or Helsingfors, via all or Copenhagen, be fixed as follows:

#### Petitioner's Exhibit 751

		Gross.	N	ett c	11(	
		Finnish Marks.	Finni	sh l	Port.	
	THINGVALLA LINE for S. S. Amerika	181		164		
	Other Steamers	169		152		
	ALLAN LINE, Liverpool	155	£5	8	6	
	ALLAN LINE AND STATE LINE, Glasgow	155	£5	8	6	
	AMERICAN LINE, Southampton-S. S. St. Paul,					
	St. Louis, Paris, S. S. New York	181	£6		6	
	S. S. Berlin, Chester	155	£5		6	
	AMERICAN LINE, Liverpool	155	£5			
	ANCHOR LINE	155	£5		6	
	BEAVER LINE	155	£5	8	6	
7919	CUNARD LINE-S. S. Campania, Lucania, Etru-					
	ria, Umbria	181		8	_	
	S. S. Servia, Aurania and Boston Steamers	155	_	8		
	DOMINION LINE	155	£5		6	
	WHITE STAR LINE—S. S. Teutonic, Majestic	181		8		
	SS. Adriatic, Cymric, Britannic, Germanic	155	£5	8	6	

Children between 1 and 12 years, half fare; Infants under 1 year, 15 Marks gross, 10/- nett. Commission to Head Agents, 17 Finnish Marks per adult.

3. That the cash rate for Icelandic passengers be fixed as follows: For fast steamers 140 kroners, for all other steamers of the Lines party hereto 115 from Iceland to landing port in America. Children between 1 and 12 half fare, Infants 10 kroner, 10s. net. Commission to head Agents 9 kroner per Adult, Kr. 4.50 per child. No prepaids to be issued.

All the foregoing rates apply only to Steamers at present employed in the services of the Lines.

 The British Lines agree to discontinue Free forwarding of passengers from Norwegian ports to other Scandinavian ports for shipment.

- 5. The above rates are subject to change at any time any Line considers such change necessary or desirable on giving a fortnight's notice. Any change so made may be followed without notice by any other Line, but same differentials must be maintained.
- 6. That beyond said commission no allowance of any kind based upon results, present, prospective, or retrospective, be made. Each Company shall, however, be at liberty to allow its head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 18 hereof.

- The Thingvalla Line to confine its direct business to the ports it ran from prior to July, 1893, and to its present fleet.
- 8. That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in force for the Steamer carrying such passengers.
- The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.
- 10. Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.
- 11. The Thingvalla, Line undertakes not to engage as steward, or in any other capacity, for the passage out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time

for an examination into the circumstances, should the Secretary or the Association desire it.

- 12. The Secretary of the Passenger Conference, at 23, Water Street, Liverpool, shall act as Secretary in Europe under this agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scandinavian and Finnish and Icelandic passengers carried during the previous week.
- 13. Free and reduced passages being prohibited, no passenger shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives.
  - 14. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
  - (a) Arbitration proceedings in Europe shall at the option of the complaining party take place at Copenhagen, Liverpool or Glasgow.
  - (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Thingvalla Line, and shall be deemed to have been delivered in the ordinary course of post.
  - (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each

7925

party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 4 sub-clause (b).

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notifica7928

tion of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall, notwith-standing they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

7932

(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.
- (1) Disposal of Fines. All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.
- (m) This agreement may be made a rule of Her Majesty's Court of Queen's Bench, or her Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.
- 15. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Line, with their interpreters, and the Acting Secretary under this agreement or his nominee.

In the event of the Secretary being the representative of the complaining or defending Line, another Secretary shall be nominated by the Lines, other than those at issue.

- 16. That the annexed Agreement, Rules and Regulations for Agents considered part of this Agreement be adopted and enforced.
- 17. This agreement to be operative from date hereof until 1st March, 1900, subject to clause 5 and to the power of suspension being exercised by any Line

7934

## Petitioner's Exhibit 751

should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

a maximum sum of £600 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line Liverpool and London and Allan and State Line Glasgow to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool, being likewise counted as one Line.

7937

Liverpool, June 15th, 1898.

#### Petitioner's Exhibit 752.

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## BRITISH BUSINESS, THIRD-CLASS.

AGREEMENT between the following British Lines, viz.: Allan and Allan and State, (Liverpool, London, and Glasgow); American (Liverpool and Philadelphia and Southampton and New York); Anchor: Canadian Pacific Railway Company (Atlantic S. S. Lines); Cunard; Dominion; and White Star.

- That the rules and regulations in operation July, 1893, and also those for Agents annexed, be considered part of this Agreement.
- 2. That the commission to any Agent in the United Kingdom for securing Cash or Homeward Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and to Agents in the United States or Canada for Prepaid or Eastbound Passengers, \$2 per adult, \$1 per Child, (\$0.50 per Infant, prepaid only).
  - 3. That the rates be as follows:

# Petitioner's Exhibit 752

			Cash Rate		Prepaid Rate			astbound Rate	
	ALLAN LINE, Liverpool—S. S. Victorian, Virginian Do. Do. S. S. Bavarian, Tunisian, Ionian, Parisian, Pretorian, Sicilian, Corin-	£5	15	0		\$28.75		\$28.75	
	thian, Mongolian, Numidian	5	10	0	9 6	27.50		27.50	
	cept Boston Cattle Steamers)	5	10	0	٠.	27.50		27.50	
	Boston Cattle Steamers	5	5	0		26.25		26.25	
7943	St. Louis, New York, Philadelphia					30.00		30.00	
	Haverford, Merion, Noordland, Westernland					27.50		27.50	
	ANCHOR LINE—S. S. Columbia, Caledonia Do. S. S. Anchoria, Astoria, Ethiopia,	5	15	0		28.75	• •	28.75	
	Furnessia	5	10	0		27.50	• •	27.50	
	S. S. Lake Champlain, Lake Erie, Lake Manitoba CUNARD LINE—S. S. Campania, Lucania, Caronia,	5	10	0	* *	27.50	• •	27.50	
	Carmania	6	5	0		31.25	9 9	31.25	
	Do. S. S. Ivernia, Saxonia		0			_		30.00	
	Do. S. S. Umbria, Etruria Do. S. S. Carpathia	5	15	0		28.75	• •	28.75	
=0.11	(when not carrying cattle)	5	15	O		28.75		28.75	
7944	(when carrying cattle) DOMINION LINE—S. S. Canada, Dominion, Ken-	5	10	0		27.50		27.50	
	sington, Ottawa, Southwark, Vancouver WHITE STAR LINE—S. S. Oceanic, Baltic, Cedric,	5	10	0		27.50		27.50	
	Celtic Do. S. S. Majestic, Teutonic, Arabic, Canopic,	6	5	0	0 0	31.25		31.25	
	Republic Do. S. S. Cymric	6	0	0		30.00		30.00	
	(when not carrying cattle)	5	15	0		28.75		28.75	
	(when carrying cattle)					27.50			

Children 1 year and under 12 years half fare; Infants, Westbound, under 12 months 10/—cash, \$3 prepaid; Infants, Eastbound, free.

The foregoing rates apply only to Steamers at present employed in the Services of the Lines, and the Eastbound rates are subject to all the regulations and conditions made and hitherto obtaining in the United States and Canada with respect to Eastbound business.

When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named Steamer or Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by higher rated steamers, unless they have been paid difference in rate.

7946

4. That the Canadian Lines be at liberty to charge a rate of £4 10s, net for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

7947

5. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia or Baltimore.6. That the rate for Homeward orders be the same

6. That the rate for Homeward orders be the same as the Westbound cash rate (New York, Boston, Philadelphia and Baltimore being common points for United States Lines only) to ports of debarkation, except in the case of the American Line, who may give free rail tickets to Lendon from Southampton and the Liverpool Canadian Lines who may give free rail tickets, Liverpool to London.

7. This Agreement to be terminable at the end of three years from date hereof, or at any time thereafter by giving six months' previous notice. Should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for Third Class business, any Line party hereto shall have the power of summary suspension of this Agreement.

The above clause to be subject to an Agreement made between the International Mercantile Marine Company and the Cunard Company, dated 14th January, 1905, being carried out and maintained, otherwise this Agreement to be terminable by three months

notice as before.

8. That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.

o. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(a) Arbitration proceedings in Europe shall take place at Liverpool.

(b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal of-

7949

fice in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post.

- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, than the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.
- (c) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.
- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50,

7952

nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any Statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

AMERICAN LINE.

7958

Liverpool and Philadelphia, Southampton and New York,

ALLAN LINE,

Liverpool and London.

ALLAN LINE and STATE LINE, Glasgow.

ANCHOR LINE.

CANADIAN PACIFIC RAILWAY COMPANY,

(Atlantic S.S. Lines.)

CUNARD STEAMSHIP CO., LTD.

DOMINION LINE,

Liverpool.
White Star Line.

Liverpool, January 14th, 1905.

7959

British and Irish Agents.

# THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it

## Petitioner's Exhibit 752

must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The names of the Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

ALLAN LINE ...........Allan Brothers & Co., Liverpool and London, Ltd.

> Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License, or appoint Sub-Agents.

WHITE STAR LINE ..... Ismay, Imrie & Co.

No Agent is permitted to represent himself in or by any printed matter or in any other way as a pas-

7961

senger Agent, or to book Passengers for any Conference Steamship Company from whom he does not hold a license; or to obtain tickets directly or indirectly through or by any other Agent or person. Agents are also prohibited from appointing Sub-Agents.

Amount actually received to be entered in the Ticket.

The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

Inland Bookings of Second Class, Emigrant or Colonist or mixed Class, must take place through the Steamship Company only, and only to places men tioned in the Taziff.

7964

4. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland, nor to receive Commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current tariffs supplied by the Conference Company he represents. This rule applies only to Inland Booking at Third Class (Emigrant or Celonist) and Second and Mixed Class Rates. In collecting Inland Fares, Agents must be careful to charge the Inland Tariff Rate from the Port at which Passengers land from the Atlantic Steamer. It is not permissible to use the Inland Tariff Rate from any other Port.

7965

No return or allowance to be made to Passengers or other persons: also particulars of charges to be allowed or otherwise.

5. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning

any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any person whatever. The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

7967

Bill-posting and advertising.

No charge is allowed to be made by Agents for bill-posting or advertising.

Remittances.

7. Any agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions may be dealt with by fine or disqualification as decided by Conference.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden, also extravagantly worded advertisements.

7968

8. No circular or publication of any kind, reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents, is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any Act that can injuriously affect such Line's or its Agent's business. Extravagantly worded advertisements issued by agents are to be deprecated.

Advertising rates of passage.

9. When an Agent advertises a Rate for Passage to United States or Canada he must distinctly name the Line by which such rate is available, and see that the rate inserted in the advertisement is the correct one charged by the Line.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool City Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned; and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several conference companies, as follows:

Charge for Lodgings in Liverpool.

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

7971

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat, one shilling.

Commission on Board or Lodgings.

(c) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

## Petitioner's Exhibit 752

Baggage Labels.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

Allowing Commission and Breach of Rules.

11. No agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

7973

	ALLAN BROTHERS & Co., LPL. & LDN., LTD Allan Line.
	I. & A. ALLAN Allan Line and State Line.
	American Line, Liverpool—Philadelphia.  American Line, Southampton—New York
	Anchor Line (Henderson Brothers)  Limited
7974	CANADIAN PACIFIC RAILWAY COMPANY (ATLANTIC S. S. LINES)
1914	THE CUNARD STEAMSHIP CO., LIMITED. Cunard Line.  DOMINION LINE
	ISMAY, IMRIE & Co White Star Line.

January 14th, 1905.

## Petitioner's Exhibit 753.

7975

AMENDED.

Liverpool, January 21st, 1905.

## SCANDINAVIAN THIRD CLASS BUSINESS.

To Agents,

Dear Sir.

In accordance with our telegraphic advice of the 14th instant, please note that the following Lines, viz: Allan and Allan-State (Liverpool, London and Glasgow); American (Liverpool-Philadelphia and Southampton-New York); Anchor; Cunard; Dominion; White Star; and Scandinavian-American Line, Copenhagen, have agreed that the gross cash rates for Scandinavian Business (Denmark, Norway, Sweden) be fixed, on and from the 17th January, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Bergen, Stavanger, Drontheim, Aalesund, Christiansund, Arendal, Laurvik, and Aalborg, as follows:

		Gross
		Cash rate.
	Allan Line, Liverpool—S.S. Victorian, Virginian Do. Do. S.S. Bavarian, Tunisian, Ionian, Parisian, Pretorian, Sicilian, Corinthian, Mongolian, Numi-	Kr. 120
	dian	Kr. 115
	Allan State Line, Glasgow	Kr. 115
	American Line, Southampton—S.S. St. Paul, St. Louis, New York,	Kr. 125
797 <b>9</b>	Philadelphia	K1. 125
	American Line, Liverpool—S.S. Friesland, Haver- ford, Merion, Noord- land, Westernland	Kr. 115
	Anchor Line-S.S. Anchoria, Astoria, Caledonia,	
	Columbia, Ethiopia,	
	Furnessia	Kr. 115
	Cunard Line-S.S. Campania, Lucania, Caronia,	
	Carmania	Kr. 132
	Do. S.S. Ivernia, Saxonia	Kr. 125
	Do. S.S. Umbria, Etruria	Kr. 120
	Do. *S.S. Carpathia	Kr. 120
	Do. *S.S. Carpathia	Kr. 115
7980	Dominion Line—S.S. Canada, Dominion, Kensington, Ottawa, Southwark,	
	Vancouver	Kr. 115
	White Star Line-S.S. Oceanic, Baltic, Cedric.	
	Celtic	Kr. 132
	Do. S.S. Majestic, Teutonic, Arabic,	
	Canopic, Republic	Kr. 125
	Do. *S.S. Cymric	Kr. 120
		Kr. 115
	Scandinavian-American Line-S.S. from Copen-	
	Oscar II, S.S. Hellig hagen and all	
	Olav, United States, Agreement Ports	
	Do. S.S. Hekla Do. Do.	Kr. 120

Gross rate from Stockholm Kr. 12 higher than above. Children I year and under 12 years, half fare; Infants under I year 15 Krs. Gross (15/-each nett). Commission to Head Agents, 12 Krs. per Adult. 6.00 Krs. per child.

\*Note.—The Agreement provides that the S.S. Carpathia and S.S. Cymric shall have two rates, viz., 120 Kr. and 115 Kr., and rate in force from time to time for each Steamer will be notified by the Conference Secretary to your Association as well as by the respective Companies to their Agents.

7982

The North Sea rates to be paid Messrs, Thos, Wilson, Sons & Co., Ltd. on the advanced through Cash rates will be as follows:

		From	11				
			Aalesund		From	D	
For Passengers booked at the	and	CHITISI	nansung.	all the	other	Ports.	
Cash Rate of Kr. 132	£ī	2	6	£1	0	0	
For Passengers booked at the Cash Rate of Kr. 125	1	1	4		18	10	
For Passengers booked at the Cash Rate of Kr. 120	ī	O	10		18	4	
For Passengers booked at the Cash Rate of Kr. 115	1	0	4		17	10	7983

For passengers forwarded from the Agreement Ports of Aalesund, Christiansund, and Drontheim, the amounts to be remitted to the Steamship Company will be as per following statements:

£5 9 0

# Petitioner's Exhibit 753

1.704	755			
	125 Kroner@ Kr. 18.25 =	£6	17	0
	CommissionKr. 12 = £0 13 2 North Sea Fare 1 1 4	1	14	6
		£5	2	6
	120 Kroner@ Kr. 18.25 = CommissionKr. 12 = £0 13 2	£6	11	6
	North Sea Fare 1 0 10	1	14	0
7985		£4	17	6
1500	115 Kroner@ Kr. 18.25 = Commission . Kr. 12 = £0 13 2	£6	6	0
	North Sea Fare 1 0 4	1	13	6
	-	£4	12	6
	For passengers forwarded from the Ports of Bergen, Christiania, Christiansar ger, Gothenburg, Helsingborg, Malmo, a hagen, the amounts to be remitted to the Company will be as per following statement	nd, and Ste	Stava Cope	n- en-
7986	132 Kroner@ Kr. 18.25 = CommissionKr. 12 = £0 13 2 North Sea Fare 1 0 0			
	North Sea Pare 1 0 0	1	13	2
		£5	II	6
	125 Kroner@ Kr. 18.25 = CommissionKr. 12 = £0 13 2	£6	17	ó
	North Sea Fare 0 18 10	I	12	0
		£5	5	0

Petitioner's	Exhibit	753				7987
120 Kroner@	Kr. 1		= £6	11	6	
CommissionKr. 12 = North Sea Fare		4	1	11	6	
			£5	0	0	
CommissionKr. 12 =	Kr. 1	8.25 =	= £6	6	0	
North Sea Fare		_	I	11	0	
			£4	15	0	7988
Note.—List of Bookings secutively numbered, must days from receipt of this ad full Christian Names and of destination of Passenger actually, prior to January 1 deposit must be remitted i with the said lists. The cobooking to be referred to in passengers come forward.	be ser vice, an Surnan rs, but 7th, pa n full onsecuti	nt us ad mus nes, ag only id a d to the ve nu	withingst contages, are such a eposit, e Common of the com	ain to ai	ten the ort to the ch es, ch	
Yours truly	,					
m						7989

To....

Agent at ...

7990 Petitioner's Exhibit 754.

AMENDED.

Liverpool, January 21st, 1905.

## FINNISH THIRD CLASS BUSINESS.

## Dear Sirs:

In accordance with the advice sent to you by wire on 14th instant, it has been agreed by all Lines to fix the Finnish gross cash rates by direct Steamers from Abo, Hango or Helsinfors, via Hull or Copenhagen as follows:

		Gross
		Rate.
7991		innis
		Marks
	ALLAN LINE, Liverpool, S.S. Victorian, Virginian Do Do S.S. Bavarian, Tunisian, Ionian, Parisian, Pre-	185
	Ionian, Parisian, Pre- torian, Sicilian, Corin- thian, Mongolian, Numi-	
	dian,	176
	ALLAN & STATE LINE, Glasgow	176
	AMERICAN LINE (Southampton) S.S. St. Paul, St. Louis, New York, Phila-	
7992	delphia  AMERICAN LINE (Liverpool) S.S. Friesland, Haverford, Merion, Noordland,	190
	Westernland	176
	ANCHOR LINE, S.S. Anchoria, Astoria, Caledonia,	
	Columbia, Ethiopia, Furnessia	176
	CUNARD LINE, S.S. Campania, Lucania, Caronia,	
	Carmania	202
	Do. S.S. Ivernia, Saxonia	190
	Do. S.S. Umbria, Etruria	185
	Do. *S.S. Carpathia	185

Petitioner's Exhibit 751		7993						
DOMINION LINE, S.S. Canada, Dominion, Kensington, Ottawa, Southwark,								
WHITE STAR LINE, S.S. Oceanic, Baltic, Cedric,	176							
Do. S.S. Majestic, Teutonic,	202							
Arabic, Canopic, Republic .  Do. *S.S. Cymric	185							
SCANDINAVIAN-AMERICAN LINE, S.S. Oscar	176							
Do. II, Hellig Olav, United States S.S. Hekla	202							
Children 1 year and under 12 years, half fare; Infants under 1 year, 22 Marks gross (15/- each nett; Commission to Head Agents, 17 Finnish Marks per adult, 8.50 F. M. per child.								
*Note.—The Agreement provides that the S.S. Carpathia and S.S. Cymric shall have two rates, viz: 185 F. M. and 176 F. M., and the rate in force from time to time for each Steamer will be notified by the Conference Secretary to your Association, as well as by the respective Companies to their Agents.								
The Amounts to be remitted to the Steamship Company will be as per following Statements:								
202 Finnish Marks £7 18 0		7995						
Commission£o 13 6								
Forwarding 1 13 6 2 7 0								
£5 11 0								
190 Finnish Marks								
Forwarding 1 13 6 2 7 0								
£5 2 0								

7996	Petitioner's E	xhib	it 7.	54
	185 Finnish Marks		5	0
	Forwarding I 13		7	0
		£4	18	0
	176 Finnish Marks		18	0
	Forwarding 1 13		7	0
		f.	11	0

Note.—List of Bookings at the previous rate, consecutively numbered, must be sent us within seven days from receipt of this advice, and must contain the full Christian Names and Surnames, ages, and port of destination of Passengers, but only such as have actually, prior to Jan. 17th, paid a deposit, which deposit must be remitted in full to the Companies, with the said lists. The consecutive number of each booking to be referred to in Agents' advice lists, as the passengers come forward.

7998	To		*									 	 	 						
		A	15	76	21	ıt	a	t												

### AGREEMENT Z.

Parties

Reason for Agreement.

London 5th February 1908

1. The Hamburg-American Line, Holland-America Line, North German Lloyd, Red Star Line, American Line, Cunard Line, White Star Line, Anchor Line and Allan Line, United States Services, called herein collectively for the purpose of this contract the Atlantic Conference Lines (but of which the Hamburg-American Line, Holland-America Line, North German Lloyd and Red Star Line are hereinafter called the Continental Lines) of the first part, and the Allan Line, Canadian Services, which include Portland in the winter Dominion Line, which includes Portland in the winter, and Donaldson Line, hereinafter called the Canadian Lines, of the second part, agree to enter into a Pool Contract on Continental Steerage business to and via the United States and Canada carried by them.

8000

Sharing of Continental Steerage Traffic. Summary of Passengers Classed as Continentals.

8001

2. a) The Canadian Lines agree to accept as their share of the Continental Steerage traffic as above-mentioned 2.79 per cent. per annum of same, such traffic to include all passengers carried by the Lines, parties to this agreement, except the Cunard Line from and via ports between Cronstadt and Bordeaux inclusive. All passengers of German, Russian, Austrian, Hungarian, Servian, Bulgarian, Roumanian, Montenegrinian, Helvetian, Dutch, Belgian, French, Luxembourgian origin, forwarded by Lines, parties to this agreement, from or via Scandinavian or Finnish

ports to be also included, except as provided for in Clause 3.

- b) (Italian passengers coming to Great Britain by direct steamers and carried by British Lines from British ports are also considered as Continental passengers under this contract.)
- c) If any Line, not party to this contract, should come into the business of taking Continental steerage passengers, any passenger taken by such new Line is not to form part of the account between the Canadian Lines and the Atlantic Conference Lines.

8003

- Fixing a Compensation Price for Excess or Short Carryings.
- 3. The Canadian Lines agree to pay compensation to the Altantic Conference Lines at the rate of £ 4 per soul for any Continental business they carry in excess of their share as fixed in Clause 2. The Atlantic Conference Lines in like manner to compensate the Canadian Lines at the rate of £ 4 per soul for all passengers the Canadian Lines may be short of their allotment.

A continental passenger is:

8004

Definition of a Continental Passenger.

- (a) Every passenger carried by the Lines parties to this agreement coming from or via ports between Cronstadt and Bordeaux inclusive.
- (b) Every Italian or Oriental passenger coming to Great Britain by direct steamers from Mediterranean ports and carried by British Lines from British ports.
- (c) Every passenger of German, Russian, Austrian, Hungarian, Servian, Bulgarian, Roumanian. Montenegrinian, Helvetian, Dutch, Belgian, French, Luxembourgian origin forwarded by Lines parties to

this agreement and coming from or via Scandinavian or Finnish ports, but after a continuous residence of such a person in Great Britain, Scandinavia or Finland of at least five weeks, the Lines shall be justified in booking him as a British, Scandinavian or Finnish passenger. The detention of passengers in any country for five weeks in order to exempt them from the accounts is contrary to the spirit of this agreement.

Booking by Canadian Lines of Continental Passengers through Authorized Agencies.

4. a) The Canadian Lines agree that they will not establish, use or tolerate any agents' organization in Great Britain, America, or on the Continent, or countenance or take any steps for the booking of Continental passengers except through their regular authorized agencies.

8006

Clearing House Duties.

b) The Canadian Lines agree that the Atlantic Conference Lines for investigation purposes may establish a Clearing House in England in a similar way as the British Lines in former years used to have one in Hamburg, under an agreement with the Hamburg-American Line. The Canadian Lines have the same privilege to establish a similar Clearing House on the Continent.

- c) The task of the Clearing House will consist in seeing to it, that all passengers defined under this agreement as Continentals are accounted for as such. These Clearing Houses will carry on their investigations in London, Liverpool, Glasgow, Libau, Hamburg, Bremen, or any other place as may be deemed necessary.
- d) All reasonable facilities shall be accorded to the Clearing House officials to satisfactorily discharge their duties.

Proving to Clearing House officer that a passenger, is not a pool passenger.

e) It is understood that in cases where the Clearing House expresses its doubts as to the origin of a passenger, it is the duty of the forwarding or booking Line to prove to the Clearing House's satisfaction that the passenger is not a Continental one in the sense of this agreement. If such Line should not be in a position to prove to the satisfaction of the Clearing House that the passengers are not Pool passengers in the sense of this agreement, such passengers to be accounted for as Continentals without demur, without prejudice to the right of the carrying line to appeal to arbitration.

8009

Penalty for not accounting for a Continental passenger.

f) It is distinctly understood, however, that the above investigations by the Clearing House do not free the Lines from the obligation to take themselves every measure in their power so as to avoid that passengers, who are Pool passengers in the sense of this agreement, are not accounted for by them to the Pool, and for every Continental passenger not so accounted for, the Canadian Lines shall pay to the Atlantic Conference Lines, and vice versa, damages £ 10 (besides the compensation money as stated above), and in case of repetition of such offence by the same Line this amount shall be doubled.

8010

Quoting of gross rates off Continental ports.

5a) For Continental business only gross through rates off Continental ports to be quoted; it is, for instance, not allowed to quote nett rates off U. K. ports. Canadian Lines minimum rate off a Continental port not to be lower than lowest rate quoted by a Continental Line from that port.

b) The Continental steerage gross rate of any Canadian Line off a Continental port (which includes a commission of not exceeding fifteen Marks per adult and the actual local transportation that is from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the Continental Line, party to this agreement or French Line off the same port; and in the case of a Continental port not being frequented by steamers of a Continental Line party to this agreement or French Line, the lowest gross rate of the Canadian Lines off such port must not be lower than the lowest gross through rate quoted by any Continental Line party to this agreement or the French Line.

Canadian Lines alter Continental rates adjust.

c) It being the sense of this agreement, that the Canadian Lines should carry the share allotted to them as nearly as possible, it is agreed that in case and as long as the Canadian Lines are short of their allotment, the Line or Lines of them which are short may reduce their rate below the aforesaid minimum on submitting proof of such shortage to the Atlantic Conference Lines. In like manner, in case and so long as the Canadian Lines are in excess of their allotment, the Line or Lines of them which are in excess are bound to advance their rates even above the aforesaid minimum.

Communications thro. secretary Notice change in rates.

6a) The Canadian and the Atlantic Conference Lines shall communicate to each other through the Secretary of the Atlantic Conference any change in their rates 24 hours before it is published. 8012

- P. R. Canadian Lines not to be below equivalent west rate at given scale.
- b) The prepaid rate of the Canadian Lines shall not be below the equivalent of the Westbound rate at the following scale:

M.	100	 	Dollars	24 1/2
44	110	 	"	27
6.6	120	 	66	29 1/2
66	130	 	66	31 1/2
66			**	34
66			44	36 1/2
66			66	38 1/2
44			66	41
66			66	43 1/2
"			**	45 1/2
**			44	48

and the Canadian Lines to pay the same commission as the Atlantic Conference Lines.

Not to book steerage as second cabin.

Passgrs, at lower than cabin rates are steeragers. See cabin rates minimum.

c) The Canadian Lines and the Atlantic Conference Lines mutually undertake that they will not book steerage passengers as second cabin with a view to evade the conditions of this agreement. All Continental passengers paying a rate less than second cabin Continental rate of the respective steamer to be accounted for as steeragers. As second cabin rate shall be considered the rate, fixed in a special second class agreement by the parties to this contract, and during the time such cabin agreement not being in existence a rate 40/- higher than the lowest gross steerage rate of any Continental Line party to this agreement or the French Line, but in no case the Canadian Lines'

8016

Continental second class rate shall be lower than 180 Marks, unless the Continental Lines, parties to this agreement or the French Line, or any one of them quote a lower second class rate, in which case the Canadian Lines are entitled to the same rate.

Suspense of Canadian Lines' share made possible.

7. That the Atlantic Conference Lines hold themselves free to suspend the guarantee of the share of the Canadian Lines under this agreement for such time as the Canadian Lines, or any of them, may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit.

8018

Informing Secy. Cont. carryings Dates.

8a) For the purpose of controlling the proportions of the traffic the Canadian Lines shall telegraph to the Secretary of the Atlantic Conference Lines not later than three days after the 7th, 15th, 23rd and last of each month, the number of Continental passengers forwarded by them in the course of the respective pool period.

Circulating Statistics.

8019

b) In like manner the Atlantic Conference Lines shall communicate to the Secretary of the Atlantic Conference the returns of the numbers of Continental passengers carried by them. The statistics to be circulated.

Making up pool statements. Remittances time limits.

c) Pool Statements for each month to be made up by the Secretary of the Atlantic Conference before the 20th of each succeeding month and remittance to be made before the end of the month next ensuing. Remittance in compensation to Canadian Lines to be made by Bankers' draft on London.

d) Remittances in compensation to Atlantic Conference Lines to be made as may be advised by the Secretary of the Atlantic Conference.

Settling disputes.

9. All parties mutually agree that any disputes or claims between any of them, or between any one or more of them, and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:

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Place.

 a) Arbitration proceedings in Europe shall take place at London.

Giving Notice of Claim.

b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of, the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

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Appointing an Arbitrator.

c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

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## Arbitrators' powers.

- e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.
- f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

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## Penalties for breach of Contract.

- g) The fine or damages for breach of this Agreement, by any party hereto shall not be less than £50 nor more than £500 sterling, or the equivalent for each breach and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.
- h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be

disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party

employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

Re-opening and reconsidering a claim.

i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

Statement to be made under English Law.

i) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

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k) All and singular the provisions of the Arbitration Acts 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any arbitration hereunder.

Observing spirit and letter of agreement.

10. In all cases in which differences of opinion arise on the terms and meaning of this Agreement, not only the tenor but more and especially the spirit of it has to be considered by the Arbitrator.

Period of agreement. Notice termination.

11. This present contract has been concluded for the period from March 1st 1908 to February 28th 1911, and shall after this latter date continue from year to year unless due notice be given not later than on the 1st December of the intention of terminating same at the end of the next February, namely, in the first instance on the 1st December 1910.

A/cing of passengers on termination contract.

12. Passengers embarked for the Canadian Lines from a Continental port on or before the date of termination of this agreement shall be accounted for, although they may sail from Great Britain at a later date.

N. D. L. V. withdraw from certain traffic.

13. The N. D. L. V. Lines, agree to withdraw altogether from the carriage of Scandinavian (Norway, Sweden, Denmark and Iceland) Finnish and British Steerage business, Westbound and Eastbound, direct and indirect, except indirect Eastbound Scandinavian and Finnish by Norddeutscher Lloyd and Hamburg-Amerika Line via their home ports, which Lines shall charge for their fast services the same rate as the British fast steamers and for their slower services two dollars less.

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### Petitioner's Exhibit 755

(signed) Ballin
(signed) Reuchlin.
(signed) Heineken
(signed) Ed. Strasser
ned) Harold A. Sanderson
William Watson
igned) Richard Henderson
(signed) Henry Allan
signed) Chas. Donaldson

8033

### APPENDIX I

### AGREEMENT Z.

The Atlantic Conference Lines agree to the Allan Line taking by their London service not exceeding one hundred (100) passengers per sailing during the year 1908 from the Baron Hirsch Society, which are to be pooled so far as they are Continental passengers and for which a special compensation rate of two pounds (£2) per soul will apply.

Hamburg America Linie For Holland America Line Norddeutscher Lloyd 8084 Red Star Line For the I. M. M. Co. For the Cunard S.S. Co. Ltd. For Anchor Line (Henderson Bros.), Ltd. Donaldson Brothers Allan Line S.S. Co., Ltd.

(signed) Ballin (signed) Reuchlin. (signed) Heineken (signed) Ed. Strasser (signed) J. Bruce Ismay (signed) William Watson (signed) Richard Henderson (signed) per S. Smith Moncur (signed) Henry Allan

#### APPENDIX II.

#### AGREEMENT Z.

Note to be added to the agreement between the Atlantic Conference Lines and the Allan Line, Canadian Services, including Portland in the winter, Dominion Line, including Portland in the winter, and the Donaldson Line, with regard to pooling Westbound Continental third class business.

1. The allotment of 2.79 per cent per annum of the Westbound Continenal steerage traffic is to be divided as follows, viz.:

Dominion Line ..... .74 per cent Allan Line, Canadian Services..... 1.85 

2.79

2. This percentage to be calculated on the total Westbound steerage Continental traffic carried by the-

Allan Line.

Donaldson Line.

Dominion Line.

British United States Lines (exclusive of the Cunard Line).

N. D. L. V. Lines.

3. The Dominion Line, being party to the Atlantic Conference their percentage under this Agreement must be accounted for to the Atlantic Conference.

Hamburg America Linie For Holland America Line

Norddeutscher Lloyd Red Star Line

For the I. M. M. Co.

For the Cunard S.S. Co. Ltd.

For Anchor Line (Henderson Bros.) Ltd.

**Donaldson Brothers** 

For the Allan Line S.S. Co. Ltd.

(signed) Ballin

(signed) Reuchlin

(signed) Heineken

(signed) Ed. Strasser

(signed) J. Bruce Ismay

(signed) William Watson

(signed) Richard Henderson (signed) per S. Smith Moncur

(signed) Henry Allan

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## Petitianer's Exhibit 755

### APPENDIX III.

### AGREEMENT Z.

The following is the preliminary Agreement reached on January 31st, 1908:

## Meeting

at Savoy Hotel, January 31st, 1908.

The following Lines being represented, viz.:

	Hamburg American Line	Anchor Line					
	North German Lloyd	American Line					
8039	Holland America Line	Donaldson Line					
	Red Star Line	Canadian Pacific Railway Company					
	French Line	White Star Line					
	Cunard Line	Dominion Line.					
	Allan Line						

I. a) The percentage of Continental Westbound business to be allotted to the Canadian Lines to be as follows:

Canadian Allan Line, Liverpool Allan Line, Glasgow Dominion Line, Liverpool Donaldson Line, Glasgow	2.79 %	To be amended by reduction on %. Allan Boston Service
---	-----------	---

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b) The Donaldson Line accept 0.20 as their share of this allotment. The division of the balance to be left to the Allan and Dominion Lines to adjust between themselves.

United	N. D. L. V. Lines	)
States	{	97.21
Lines	British United States Lines	1 %
	(exclusive of Cur	nard Line)

- c) The Canadian Lines agree to pool Russian passengers via Hango or other Finnish or Scandinavian ports. The revised Agreement on Continental Westbound Business to be considered at a subsequent meeting, with a view to adapting it to the Canadian Lines as against the United States Lines.
- 2. The Canadian Lines agree in principle that in the event of U. S. Lines 3rd class rates for pool purposes being raised they will follow up to a maximum of £7 provided the same differentials are preserved as against the British United States Lines as may be agreed upon.
- 3. Ten shillings differential to be continued for Canadian business as against U. S. business by all British Lines.
- 4. Allan Line Boston Service to be included in the General Westbound Pool. The allotment of the 2.79 per cent to the Canadian Lines to be reduced in accordance with the Continental carryings by this service in the past.
- 5. Donaldson Line agree not to carry more than 200 third class passengers eastbound per annum without giving three months' notice to the Pool Lines of their intention to go into the eastbound business, when their percentage allotment will be considered. This is subject to an Eastbound Pool being arranged.

Hamburg Amerika Linie Holland Amerika Linie Norddeutscher Lloyd Red Star Line For the I. M. M. Co. For Cunard S.S. Co. Ld.

For the Anchor Line (Henderson Bros.) Ltd. For the Allan Line S.S. Co. Ld.

Donaldson Brothers

(signed) Ballin (signed) Reuchlin (signed) Heineken (signed) Ed. Strasser (signed) J. Bruce Ismay (signed) William Watson (signed) Richard Henderson (signed) Henry Allan (signed) per S. Smith Moncur.

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## Petitioner's Exhibit 756.

### AGREEMENT BB.

Between the following S. S. Lines

The Allan Line Steamship Co. Lim., Glasgow,

The Anchor Line (Henderson Brothers) Lim., Liverpool,

The Cunard Steamship Co. Lim., Liverpool,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, (Holland Amerika Lijn) Rotterdam,

Norddeutscher Lloyd, Bremen,

Societe Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp,

International Mercantile Marine Co. (except the Societe Anonyme Belge Americaine, Red Star Line, Antwerp) New Jersey.

Canadian Pacific Ry. Co. (Atlantic Steamship Lines), Montreal, hereafter called the Atlantic Conference, of the first part, and the

Russian Eastasiatic Steamship Co., St. Petersburg of the second part the following Agreement has been concluded:

## Art. 1.

The Atlantic Conference guarantee to the Russian Eastasiatic S. S. Co. the percental participation, as defined and provided for in Art. 3 of this Agreement, of the entire steerage traffic as mentioned in Art. 3, forwarded by the parties to this Agreement from all European ports to and via the United States of America and Canada and vice versa in vessels owned, leased, chartered, or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar (Oriental passengers means passengers to or from Greece, Africa & Asia.)

#### Art. 2.

All passengers forwarded in any intermediate class between steerage and cabin as defined in Art. 13 are to be considered as steerage passengers in the sense and meaning of this contract.

Intermediate, or even cabin passengers, are steeragers, unless they pay at least the lowest cabin fare as defined in Art. 13.

In the event of a breakdown of a steamer or other unforeseen occurrence necessitating the transfer of third class passengers to another Line, the Line carrying the passengers must pool them, except that if the Line to which the passengers are transferred is not a party to this Agreement, as far as those passengers are concerned, then the Line for which the passengers were booked must account for them to the Pool.

Jena, Decbr. 10th, 1908; March 31st, 1909.

### Art. 3.

The Russian Eastasiatic S.S. Co. shall receive as their share in the total transportation of steeragers (souls) in accordance with Art. 1

a) Westbound 2.50%

of the carryings of

The Allan Line S.S. Co. Ltd., Glasgow for its United States Services.

The Anchor Line (Henderson Brothers) Lim., Liverpool,

The Cunard S.S. Co. Lim. Liverpool, (their Adriatic service excepted)

The Hamburg Amerikanische Packetfahrt A. G. Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,

Norddeutscher Lloyd, Bremen,

Societe Anonyme de Navigation Belge Americaine (Red Sar Line) Antwerp,

## Petitioner's Exhibit 756

White Star Line, Liverpool and Southampton, American Line, Liverpool and Southampton, Dominion Line, Liverpool, and Russian Eastasiatic S.S. Co., St. Petersburg.

b) Eastbound 3.-%

of the carryings of

The Allan Line S.S. Co. Lim. Glasgow, United State & Canadian services,

The Anchor Line (Henderson Brothers) Ltd., Liverpool,

The Cunard S.S. Co. Lim., Liverpool for its Liverpool services and for all non-Italian & non-Oriental passengers by its Triest-Fiume service,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,

Norddeutscher Lloyd, Bremen,

Societe Anonyme Belge Americaine (Red Star Line) Antwerp,

White Star Line, Liverpool and Southampton, American Line, Liverpool and Southampton,

Dominion Line, Liverpool,

Canadian Pacific Ry. Co. (Atlantic Steamship Lines) Liverpool services, and

8052 Russian Eastasiatic S.S. Co., St. Petersburg.

### Art. 4.

The percentages of the Russian Eastasiatic S.S. Co. are subject to their effecting both east and westbound not less than 18 sailings and not more than 24 sailings in a calendar year. For every sailing less than 18 sailings either east or west the percentage shall be reduced by 1/18th, east or west, as the case may be.

### Art. 5.

The Russian Eastasiatic S.S. Co. undertake not to carry any Scandinavian and Finnish passengers, nor to call with any of their steamers westbound or eastbound at any Scandinavian, Finnish, British or Continental port, except eastbound they retain the right to call at Rotterdam.

#### Art 6

If the Russian Eastasiatic S.S. Co. transfer their business in part or in whole to a successor or if an amalgamation with another Line takes place, they are bound to make it binding upon their successors to enter into this contract and to become a party to it with all the rights and obligations arising out of it, and their security devolves upon such successor.

### Art. 7.

If the number of steeragers carried by the Russian Eastasiatic S.S. Co. in any year exceeds their share as per Art. 3, they have to pay to the Atlantic Conference Lines a compensation of £4.—for each passenger (soul) carried in excess of their share.

On the other hand, when they are short of their share, the Atlantic Conference Lines have to pay them likewise a compensation of £4.—p. soul for their shortage.

The compensation rate is subject to change, if such a change is agreed upon by the Atlantic Conference Lines for the accounts between themselves.

#### Art. 8.

The Secretary of the Atlantic Conference will make up monthly provisional accounts, showing the amount of compensation due to or by Russian East-Asiatic S.S. Co. and he will notify the party, which has to pay. These payments to be made within a fortnight after receipt of such notification.

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Final setlements will be made for each calendar year on the basis of a compensation account, prepared by the Secretary, to comprise the entire year. Objections against these final accounts to be made within four weeks of receipt of same by the Lines, failing which the accounts shall stand.

Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

## Art. 9.

The Russian Eastasiatic S.S. Co. undertake to arrange their service in such a manner that the number of steeragers which they actually carry, corresponds as nearly as possible with the number allotted to them by this contract, the payment of compensation money not being the intent and object of this contract, but merely the means of deterring either party from overcarrying its percentage allotment.

#### Art. 10.

a) For the purpose of the compilation of the compensation accounts the Lines, parties to this Agreement, have to furnish to the Secretary every 7th, 15th, 23rd and last day of a month their statistics of the steeragers, and also 2nd Cabin passengers, carried by them in the week ending with these respective dates and the destination of the steamer. First class numbers to be furnished to the Secretary for statistical purposes.

b) Passengers deported by Government authorities shall be deducted from the number of steeragers to be accounted for to the pool. Live stock attendants are likewise not to be accounted for.

c) Passengers who are transported free or against payment of the cost of subsistence westbound or eastbound upon request of the Government shall be treated in like manner.

- d) Persons belonging to the Board, the staff or the crew of any party to this Agreement as also their wives and children need not to be accounted for, if they receive free passage or passage at reduced rates.
- e) All steerage passengers, whether booked at regular or reduced rates, have to be pooled under this Agreement, except those excepted under paragraphs b, c, d, of this clause.
- f) A fine of £5.—shall be imposed upon any Line delaying the delivery of the statistics for more than three days.
- g) The Secretary has to furnish to the parties weekly the statistics of the passengers carried, and monthly a statement showing the position of the parties versus each other and not later than the 15th of each month for the preceding month.

### Art. 11.

In case the results thus obtained show that the Russian Eastasiatic S.S. Co. have exceeded their proportion or have remained below it, they are bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures in operation they must inform the Secretary of the measures proposed to be adopted.

#### Art. 12.

The Russian Eastasiatic S.S. Co. have not the right to alter their steerage, and second cabin rates without having previously informed the Secretary, and they must not make special rates, either in Europe or in America, without previous assent of the Atlantic Conference.

## Art. 13.

Unless otherwise agreed upon the lowest second cabin rate of the Russian Eastasiatic S.S. Co. west8060

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bound must be at least £2.—and eastbound at least \$10.—higher than the highest third class rate of the respective steamer. In case third class and steerage passengers are carried the basis for fixing the second class rate shall be the third class rate.

### Art. 14.

a) The commission to agents in Europe for steerage business to be not more than 15 sh. or 7 Roubles per adult, and for second cabin business a maximum of 6% with liberty however, to grant a minimum of 15 sh. or 7 Roubles. The commission to agents in America to be as fixed by the Newyork Continental Conference.

b) The agents of the Russian Eastasiatic S.S. Co. shall not book or interest themselves in the booking of passengers for Lines not parties to this contract or not connected by Agreements with the Atlantic Conference or the N. D. L. V. Lines.

### Art. 15.

The cash steerage rates and the American Prepaid rates of the Russian Eastasiatic S.S. Co. shall be established on the following equivalents:

	50	Roubles	\$	25
4	55	66	66	271/2
*	60	44	66	30
	65	66	66	321/2
	70	66	6.6	35
	75	66	64	371/2
	80	66	44	40
	85	44	66	421/2
	90	44	44	45
	95	44	4.6	471/2
	100	**	44	50

The Russian Eastasiatic S.S. Co. has to furnish to the Secretary weekly reports of the number of souls for which prepaid tickets for their line have been sold in the past week.

#### Art. 16.

a) The Russian Eastasiatic S.S. Co. undertake to comply with Art. 8 of the General Rules third series of the Continental Conference which reads as follows:

No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line, unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference Line.

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- b) The Russian Eastasiatic S.S. Co. shall be responsible for their agents and employees or other representatives in this sense, that they are bound to dismiss an agent etc. who in respect to another Line has disregarded the stipulations of Art. 16 a.—All the other Lines are also bound to break off all and every direct or indirect business connection with such agent.
- c) They further undertake to send to the Secretary any printed matter and circulars sent to agents in relation to steerage and Second Cabin business.
- d) Article 16 applies in its entirety to circulars or publications issued both in America and Europe.

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### Art. 17.

For the faithful performance of the conditions of this agreement the Russian Eastasiatic S.S. Co. have to deposit with the Secretary an accepted bill of the same form as those agreed to by the Bitish Atlantic Conference Lines, and to the amount of £5500. This bill is only payable if it is accompanied by an award of the arbitrator provided for in Art. 22 of this Agreement, or by the award of another arbitrator agreed upon. The securities given by the Atlantic Conference

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Lines under Agreement A.A. shall also apply to this contract.

### Art. 18.

The security given shall be considered the amount of liquidated damages and thus entirely forfeited, if the Russian Eastasiatic S.S. Co. unduly withdraw from the present contract before its expiration, or if they resort to actions which render the continuance of this present contract impossible and which are therefore to be considered equivalent to a withdrawal from this present contract as f. i. refusal to pay compensation or failure to replenish the security mentioned in Art. 17 within 14 days or assisting directly or indirectly a new opposition Line, or starting, or assisting a Line whereby the business as defined in Art. 1 would be interfered with.

### Art. 19.

a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such a penalty exceed the amount of the security given by the individual Line at fault.

b) The amount of penalty to be in each case not less than £250 for each contravention or infraction, except as provided for in Art. 10.

c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £2500.

d) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the award, the security will be realized and the amount of such penalty forfeited.

#### Art. 20.

The execution and control of the fulfilment of the stipulations of this contract is confided to the Secretary of the Atlantic Conference. He must have access to the passenger office of the Russian Eastasiatic S.S. Co. and can there examine all books, correspondence, etc., so far as he may deem it practicable to satisfy him that the terms of this contract have been complied with. He has to act as mediator in general in the transactions between the parties, so far as such transactions appertain to matters relative to this contract, and it is his duty to use every exertion to settle difficulties amicably.

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#### Art. 21.

The Russian Eastasiatic S.S. Co. have to contribute to the office expenses of the Secretary of the Atlantic Conference in the proportion of the mean of their west and eastbound percentages or 2.75%.

The salary of the Secretary shall be paid by the Lines in equal parts.

#### Art. 22.

All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agreement, shall be settled by Arbitration as follows:

- (a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.
- (b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office

in England of such British or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Ger-

many.

(d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.

- (g) The damages for breach of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 19.
- (h) Damages shall be payable within eight days from the date of the notification of the award.
- (i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.
- (k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award have power to re-open and re-consider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law court against which all right of appealing is exhausted. and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.
- (1) Any disputes arising under this Agreement shall be settled according to the law of the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

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(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable.

(n) In case of Arbitration taking place in Germany, the German law will apply, both the manner in which the arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

Differences which may arise after the expiration of this contract, before the accounts are finally closed, shall still be subject to arbitration, and the securities given will not be released until the final accounts are settled.

### Art. 23.

The Russian Eastasiatic S.S. Co. agree that in all cases in which resolutions have to be taken with regard to existing differences of opinion as to the terms and conditions of the present contract, as also in the case of all decisions by the Atlantic Conference Lines or by the arbitrator, not only this contract, but also the tenor and especially the spirit of the Atlantic Conference Contract which is the basis of this agreement and of which they have received a copy is to be taken in consideration.

# Art. 24.

All resolutions passed in future by the Atlantic Conference Lines relating to the Atlantic Conference contract and all alterations and additions shall be binding on the Russian Eastasiatic S.S. Co. after they are communicated to them by the Secretary.

Resolutions regarding Russian business, to be binding on the Russian Eastasiatic S.S. Co. must be agreed to by them in writing, except as otherwise provided for.

#### Art. 25.

This Agreement commences to operate 1st September, 1908, and is concluded for the period from 1st September 1908 to February 28th 1911, and shall after this latter date continue from year to year, unless due notice be given to the Secretary of the Atlantic Conference by either party not later than 1st December of the intention of terminating same at the next February namely, in the first instance 1st December 1010. -Accounts being closed at the end of each calendar year, the period during which this Agreement operates in 1908, being from 1st September to 31st December -thus only for 4 months—the sailings referred to in article 4 shall be 6 minimum and 8 maximum both east- and westbound for this period. The last period. in case of this agreement terminating on a 28th February, will consist of 14 months from 1st January to 28th February of the subsequent year, the number of sailings to be altered proportionally.

#### Art. 26.

In the event of the Danish Eastasiatic Co. entering the Scandinavian, Finnish or Continental third class business to or from North America or in the event of any new competition whatever being started, including the Russian Volunteer Fleet, from Russia to or from North America, the Atlantic Conference Lines have the right to terminate this agreement forthwith.

The Russian East-Asiatic Steamship Co. Ltd.

(signed) Count M. Apraxin (signed) Theodor Hoffding.

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# Petitioner's Exhibit 756

I, Konrad A. Goetz, Notary of the Exchange of St. Petersburg, Marskaja Str. 28, certify, that the above Agreement was signed by the Members of the Board of the Russian Eastasiatic Steamship Company, Count Mr. Apraxin and M. Theodor Hoffding, personally known to me. And I further declare, that on ground of the Statutes of the Russian East-Asiatic Steamship Company, Agreements, performed in this manner and signed by two members of the Board obliges the Company. In witness whereof my hand and seal of my office.

St. Petersburg, this 10/23 day of January, 1909 Quod attesto (Signed) KONRAD A. GOETZ.

(Seal)

(signed) W. Mc. K. Rodan. (signed) A. C. F. Henderson (signed) William Watson. (signed) Ballin.

Notary.

(signed) Reuchlin. (signed) Heineken. (signed) Strasser. (signed) Harold A. Sanderson.

(signed) Geo. Mc. L. Brown.

Allan Line Steamship Co. Lim.
Anchor Line (Henderson Brothers) Lim.
Cunard Steamship Co. Lim.
Hamburg Amerikanische Packetfahrt A.-G.
Nederlandsch Amerikaansche Stoomvaart
Maatschappij (Holland Amerika Lijn)
Norddeutscher Lloyd
Red Star Line
International Mercantile Marine Co.
Canadian Pacific Ry Co. (Atlantic Steamship service)

#### AGREEMENT

on

BRITISH WESTBOUND THIRD CLASS BUSINESS.

It has this day been agreed by the following British Atlantic Lines, viz.:

Allan Line

Anchor Line.

Cunard Line

Donaldson Line.

American Line.

Canadian Pacific Railway Co.

Dominion Line.

White Star Line

known as the North Atlantic Passenger Conference, of the First part, and the Canadian Northern Steamships Limited, hereinafter referred to as the Royal Line, of the Second part, as under:

- (1) The Royal Line become parties to the Agreement for British Third Class Business dated May 23rd, 1908 (as revised) appended hereto, and agree to all the clauses and conditions thereof and amendments thereto made by the Minutes of the North Atlantic Passenger Conference, of which Body, by virtue of this Agreement, the said Royal Line now becomes a member. An extract of the Minutes is annexed.
- (2) The privileges accorded to the Canadian Lines under Clauses 4, 6, and 7, of the said revised Agreement for British business to be accorded also to the Royal Line.
- (3) The steamers at present running in the service of the Royal Line, viz., S. S. "Royal Edward" and "Royal George" to be rated on the same basis as the

8090

# Petitioner's Exhibit 757

steamers "Empress of Britain" and "Empress of Ireland," viz:

Westbound.
Cash, £6. Prepaid \$30.

Eastbound.

(\*Note. The above Westbound rates are exclusive of U. S. Head Tax, which must be collected in addition, viz: \$4 (or 16/-, per Adult, Child or Infant.

The Eastbound rate is shown herein for the purpose of recording its normal level, and it is subject to alteration for adjustment purposes under the Agreement on Eastbound third class business.)

8093

(4) The ocean rates scheduled as in operation at this date are understood to be the minimum ocean rates that can be accepted. No application for reduced rates that may be made to either party by any Society or Body can at once be acceded to. Any such application must be sent by the party receiving it to the Secretary and placed before all the members of both parties and all members of both parties must be unanimous before any action can be taken in regard thereto.

The Royal Line to table with the Secretary for the information of the other parties particulars of any commitments or concessions of reduced rates granted to any Society, Body or Government, if any, now in operation. Such commitments or concessions to terminate on the expiry of the period for which they have

been made, and not to be renewed.

(5) Railway rates from ports of debarkation to interior points are to be the fares quoted in the published passenger tariffs of the United States or Canadian Railway Companies, and both parties to pay to booking agents the agreed on commissions. On Eastbound Railway rates in the United States and Canada, both parties to be on the same basis as to rates and commissions to agents. All alterations in Railway rates

or commissions are to be tabled before being put into operation, the Secretary of the Conference to circulate such alterations amongst the members.

(6) This Agreement is subsidiary to, and forms part of, the revised Agreement on British Third Class Business attached hereto, dated May 23rd, 1908.

Signed by

ALLAN LINE F. S. Thompson	
AMERICAN LINE Harold A. Sanderson	
Anchor Line John Aitchison	
CANADIAN PACIFIC RAILWAY COMPANY	8
(Atlantic Steamship Lines). H. S. Carmichael	
CUNARD LINE S. J. Lister	
Dominion Line Harold A. Sanderson	
Donaldson Line Chas. Donaldson	
WHITE STAR LINE Harold A. Sanderson	
ROYAL LINE Scott Griffin	
Liverpool, August 15th, 1910.	

(As Revised.)

# BRITISH BUSINESS,

#### THIRD-CLASS.

8097

AGREEMENT between the following British Lines;
—Allan Line; American Line, Anchor Line; Canadian
Pacific Railway Company (Atlantic S. S. Lines);
Cunard Line; Dominion Line; Donaldson Line and
White Star Line; to enter into an arrangement for the
due observance of the rates and conditions relating to
Third Class British business as set forth herein, viz:

1. That the rules and regulations agreed upon at Conference meetings, and also those for Agents an-

# Petitioner's Exhibit 757

nexed, be considered part of this Agreement. All official communications between the Lines to be made through the Secretary of the North Atlantic Passenger Conference.

2. That the commission to any Agent in the United Kingdom for securing Cash or Homeward Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and to Agents in the United States or Canada for Prepaid Passengers, \$2 per adult, \$1 per Child, \$0.25 per Infant, except commission to General Agents in the United States and Canada, which is to be settled in the New York Conference.

8099

# 3. That the Westbound Rates be as follows:

		Bri	tish	Gr	oss Rates.
	ALLAN LINE, Liverpool—	(	Cash	1.	Prepaid.
	S.S. Victorian, Virginian	£6	0	0	\$30.00
	sian, Grampian, and other Steamers	5	15	0	28.75
	ALLAN LINE, Glasgow—				
	U. S. Service, S.S. Grampian, Hesperian	5	15	0	28.75
8100	United States other Steamers and London Service	5	10	0	27.50
0100	AMERICAN LINE, Southampton— S.S. St. Paul, St. Louis, New York, Philadelphia	6	5	0	31.25
	AMERICAN LINE, Liverpool—				
	S.S. Friesland, Haverford, Merion,				
	Westernland	5	15	0	27.75
	ANCHOR LINE—	6	0	0	30.00
	S.S. Caledonia, Columbia, California				-
	S.S. Astoria, Furnessia	5	15	0	28.75
	CANADIAN PACIFIC RAILWAY CO.—				
	(ATLANTIC S.S. LINES)				***
	S.S. Empress of Britain, Empress of Ireland	6	0	0	30.00

#### Petitioner's Exhibit 757 8101 S.S. Lake Manitoba, Lake Erie, Lake Champlain . 28.75 5 15 0 CUNARD LINE-S.S. Lusitania. Mauretania ...... 7 0 0 35.00 S.S. Caronia, Carmania ..... 6 10 0 32.50 S.S. Campania ..... 6 10 0 32.50 S. S. Ivernia, Saxonia 6 50 31.25 S.S. Carpathia When not carrying Cattle ..... 6 00 30.00 When carrying Cattle ..... 5 15 0 28.75 DOMINION LINE S.S. Canada, Dominion 8102 Ottawa, Southwark ..... 28.75 5 15 0 S.S. Laurentic, Megantic ..... 6 00 30.00 DONALDSON LINE-S.S. Cassandra, Athenia, Saturnia ..... 5 15 0 28.75 WHITE STAR LINE-S.S. Oceanic, Baltic, Cedric, Celtic, Adriatic . . . 6 10 0 32.50 S.S. Majestic, Teutonic, Arabic, Zeeland ..... 6 50 31.25 S.S. Cymric When not carrying Cattle ..... 6 00 30.00 When carrying Cattle ..... 28.75 5 15 0 Children I year and under 12 years half-fare: Infants under 12 months 10/-cash, \$2.50 prepaid. 8103 U. S. Head Tax. On all alien passengers to the United States (whether sailing via a U. S. or Candian port), an additional charge of 16/- per soul, and \$4 on prepaid passengers, is made to cover the amount of the Head Tax, viz., \$4. (N. B.) The Eastbound Rates are covered by the General Adjustment contract to which all Lines are parties for Eastbound business.

The foregoing rates apply only to steamers at present employed in the services of the Lines. New steamers to be rated as they come out on a similar basis, such rating to be subject to revision by arbitration in case of difference of opinion arising.

When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named steamer or steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by higher rated steamers, unless they have been paid difference in rate.

8105

4. That the Canadian Lines be at liberty to charge a rate of £4 10/-nett for parties consisting solely of charity children shipped by the Managers or Proprietors of children's homes. This rate to be off London for London charity children, off Glasgow for Scotch charity children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

No free passes or reductions shall be given to agents, press representatives, shippers or brokers, or to anyone with the object of obtaining other passengers or business of any kind, or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passes or reductions to Government officials, scheduled General Agents, or to other individuals on purely personal grounds, no free passes or reductions whatever shall be given.

8106

An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when accompanying such live stock and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity chil-

dren and on the return journey free of charge. The number of such free passages to be limited to the proportion of one conductor to every 100 boys (or part of 100) and one conductress to every 100 girls, (or part of 100). Canadian Lines to table contracts now existing which provide for free transportation to conductors. An exception is made in the case of the Allan Line, Glasgow, regarding Quarriers' children by Allan Glasgow service, in whose favor it is agreed that conductors may be carried not exceeding three for each party.

5. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, and Philadelphia.

8108

6. That the rate for Homeward orders be the same as the Eastbound cash rate. New York, Boston and Philadelphia, to be common points for the United States Lines to ports of debarkation only, except in the case of the American Line Southampton, and White Star Line Southampton services, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines, who may give free rail tickets, Liverpool to London.

7. That passengers Westbound must in all cases pay their own rail fares to port of embarkation save in the case of the American and White Star Line Southampton services, and Liverpool Canadian Lines (except when sailing to United States Ports other than Portland) who are allowed to include the rail ticket from London only.

8109

8. That all arrangements entered into for the payment of extra commission or the granting of passages at reduced rates, are to be tabled forthwith with the Conference Secretary, and must not be renewed.

- 9. This agreement commences to operate 1st June 1908, and is concluded for the period from 1st June, 1908, to 28th February, 1911, and shall after this latter date continue from year to year. Any Line, however, has the right to withdraw at any time on giving one months notice. The withdrawal of any Line releases the other parties hereto.
- 10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at Liverpool.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also the particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the parties.
- the parties.

  (c) Unless the disputing pa
  - (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.
  - (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing

by the disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of the sole Arbitrator shall be final and binding.

- (c) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement and shall impose penalties accordingly.
- (g) The damages for breach of this Agreement by any party hereto shall not be less than £10, nor more than £100 sterling, or the equivalent for each breach, and for breach by any agent the damages shall be in accordance with the unanimous decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

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# Petitioner's Exhibit 757

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award,
  have power to reopen and reconsider the same and to
  hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to
  extend the time then within three weeks of the issue
  and publication of the said Award.
  - (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
  - (k) All and singular the provisions of the Arbitration Act, 1889, or any Statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

CUNARD LINE			0								0							
DOMINION LIN	NE																	
Donaldson L	INE											*		•	*			*
WHITE STAR I	INE								•		•		*	•		*	*	

British & Irish Agents.

8120

# THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of the Agent that the Regulations herein contained will be strictly adhered to.

8121

Prohibition against booking for any Non-Conference Line.

I. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for

# Petitioner's Exhibit 757

a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The names of the Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

ALLAN LINE ...... Allan Bros. & Co., U.K., Ltd. AMERICAN LINE. SOUTHAMPTON-NEW YORK American Line. AMERICAN LINE, LIVERPOOL-PHILADELPHIA ANCHOR LINE . Anchor Line (Henderson Brothers), Limited. CANADIAN PACIFIC RAILWAY Co. (Atlantic S. S. Lines) . . Canadian Pacific Railway Company. CUNARD LINE ...... The Cunard Steamship Co., Limited. Donaldson Line . . . . . . Donaldson Brothers, Glasgow. WHITE STAR LINE, LIVERPOOL-New York & Boston WHITE STAR LINE, Southampton-Ismay, Imrie & Co. New York WHITE STAR-DOMINION-Canadian Service

8124

- Agents not to book Passengers or represent themselves as Agents for any Line from whom they do not hold a License, or appoint Sub-Agents.
- 2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers for any Conference Steamship Company from whom he does not hold a license; or to obtain tickets directly or indirectly through or by any other Agent or person. Agents are also prohibited from appointing Sub-Agents.

Amount actually received to be entered in the Ticket.

The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ocean contract ticket.

Inland bookings of Second Class, Emigrant or Colonist, or Mixed Class, must take place through the Steamship Company only, and only to places mentioned in the Tariff.

4. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland, nor to receive Commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied by the Conference Company he represents. This rule applies only to Inland Booking at Third Class (Emigrant or Colonist) and Second or Mixed Class Rates. In collecting Inland Fares, Agents must be careful to charge the Inland Tariff Rate from the American or Canadian Port at which Passengers land from the Atlantic Steamer. It is not permissible to use the Inland Tariff Rate from any other Port than the Port of Landing.

No return or allowance to be made to Passengers or other Persons; also particulars of charges to be allowed or otherwise.

5. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any person

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whatever. The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

Bill-posting and advertising.

6. No charge is allowed to be made by Agents for bill-posting or advertising.

#### Remittances.

7. Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions or irregular conduct may be dealt with by fine or disqualification as decided by Conference.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden, also extravagantly worded advertisements.

8130

8. No Circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents, is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any Act that can injuriously affect such Line's or its Agent's business. Extravagantly worded advertisements issued by agents are to be deprecated.

Advertising rates of passage.

9. When an Agent advertises a Rate for Passage to United States or Canada he must distinctly name the Line by which such rate is available, and see that the rate inserted in the advertisement is the correct one charged by the Line.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool City Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned; and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Charge for Lodgings in Liverpool.

- (A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult or one shilling and sixpence for two persons sieeping in one bed for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.
- (B) That the lowest charge for a plain meal be sixpence; and for a meal with meat, one shilling.

Commission on Board or Lodging.

(c) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

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# Baggage Labels.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

Allowing Commission and Breach of Rules.

11. No agent shall be justified in allowing Commission or committing any bream of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty wevery Agent to adhere strictly to the Rules and to port any violation thereof that may come to his knowledge, to the Conference Secretary and to the Steamship Company he represents.

ALLAN BROS. & Co., U.K., LTD. Allan Line.

American Line, Liverpool—Philadelphia.

American Line, Southampton—New York.

ANCHOR LINE (HENDERSON BROTHERS)

Anchor Line. LIMITED

CANADIAN PACIFIC RAILWAY COMPANY

(ATLANTIC S.S. LINES) Canadian Pacific Railway

THE CUNARD STEAMSHIP Co., LIMITED Cunard Line.

DOMINION LINE ...... Dominion Line.

DONALDSON BROTHERS ..... Donaldson Line.

White Star Line, Liverpool

ISMAY, IMRIE & Co.

White Star Line, Southampton

—New York.

White Star—Dominion—

Canadian Service.

Liverpool, 23rd May, 1908. (Revised up to August 15th, 1910.)

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## Petitioner's Exhibit 758.

# SCANDINAVIAN AND FINNISH THIRD-CLASS PASSENGER BUSINESS

(INCLUDING ICELAND).

AGREEMENT between the following Lines, viz: Allan Line; American Line: Anchor Line; Canadian Pacific Railway Company (Atlantic Steamship Lines); Cunard Line; Dominion Line; Donaldson Line; White Star Line, and the Scandinavian American Line to enter into an arrangement for the due observance of the rates and conditions relating to Third Class Scandinavian and Finnish business as set forth in this contract.

1. That Westbound Cash and Prepaid and Eastbound Rates for Scandinavian and Finnish Business. Denmark, Norway, Sweden, Finland—from and to the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrikshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Aalborg, Helsingfors, Hango, Abo, be—

WESTROUND

-		** E31	EASI	BOUND		
LINES AND STEAMERS		linavian s Rates		Finish ss Rates	vian	£
DINDO MIND OF LAMERS	Cash	Prepaid	-	Prepaid	Scandina	Finnish
ALLAN LINE, Liverpool—	Kr	\$	FM	\$	\$	\$
S. S. Victorian, Virginian	140	37.50	213	40.50	32.50	35.50
pian, Hesperian	135	36.00	206	39.00	31.00	34.00
Other SteamersLLAN LINE, Glasgow—	135	36.00	206	39.00	30.00	33.00
Canadian Service	135	36.00	206	39.00	31.00	34.∞
" other steamers, & London Service	135	36.00	206	39.00	30.00	33.00

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FACTROUND

# Petitioner's Exhibit 758

8140			WESTBO	DUND		EASTB	OUND
		Scandir	avian	Fin	nish Rates	avian	· ·
	LINES AND STEAMERS	Cash	Prepaid	Cash	Prepaid	Scandinavian	Finnish
	AMERICAN LINE, Southampton— S. S. St. Paul, St. Louis, New York, Philadelphia AMERICAN LINE, Liverpool—	145	38.75	220	41.75	33.75	36.75
	S. S. Friesland, Haverford, Merion, Noordland, Westernland	135	36.00	206	39.00	31.00	34.00
	S. S. Caledonia, Columbia, California	135	36.00	206	39.00	31.00	34.00
8141	S. S. Astoria, Furnessia	135	36.00	206	39.00	31.00	34.00
	S. S. Empress of Britian, Empress of Ireland	140	37.50	213	40.50	32.50	35.50
	S. S. Lake Manitoba, Lake Erie, Lake Champlain CUNARD LINE—	135	36.00	206	39.00	31.00	34.00
	S. S. Lusitania, Mauretania	160	42.50	241	45.50	37.50	40.50
	S. S. Campania, Lucania, Caronia, Carmania	152	40.50	230	43.50	35.50	38.50
	S. S. Ivernia, Saxonia	145	38.75	220	41.75	33.75	36.75
	S. S. Umbria, Etruria S. S. Carpathia	140	37.50	213	40.50	32.50	35.50
	When not carrying Cattle	140	37.50	213	40.50	32.50	35.50
8142	When carrying Cattle  DOMINION LINE—	135	36.00	206	39.00	31.00	34.00
	S. S. Canada, Dominion, Kensington, Ottawa, Southwark, Vancouver	135	36.00	206	39.00	31.00	34.00
	S. S. Cassandra, Athenia	135	36.00	206	39.00	30.00	33.00
	S. S. Oceanic, Baltic, Cedric, Celtic, Adriatic	152	40.50	230	43.50	35.50	38.50
	S. S. Majestic, Teutonic, Arabic, Canopic, Republic S. S. Cymric	145	38.75	220	41.75	33.75	36.75
	When not carrying Cattle	140	37.50	213	40.50	32.50	35.50
	When carrying Cattle	135	36.00	206	39.00	31.00	34.00
	S. S. Oscar II, Hellig Olav, United States	152	40.50	230	43.50	34.00	37.00
	S. S. C. F. Tietgen	145	38.70	220	41.75	34.00	37.00

Children of 1 years and under 12 years, half-fare; Infants under 1 year, Cash 20Krs. gross (20/- each nett). Infants Prepaid, \$5.00. Eastbound, \$3.00.

Prepaid from Stockholm \$3.00 higher than above. Cash Rates from Stockholm to be Kr. 10.80 higher than the above rates from the Agreement Ports.

That the cash rate for Icelandic passengers be 140 kroners per adult for all steamers, from Iceland to landing port in America. Children of 1 year and under 12 years, half-fare: Infants 20 kroners gross (20s. nett). Commission to Head Agents 9 kroners per Adult, Kr. 4.50 per child. No prepaids to be issued.

When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named Steamer or Steamers to which such lower rate applies, and the Companies undertake they will not carry holders of lower rate tickets by higher rated Steamers, unless they have been paid difference in rate.

All the foregoing rates apply only to steamers at present employed in the services of the Lines. New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

The commission payable to agents in the United States or Canada on Westbound prepaid business shall be \$2 per adult, and \$1 for children between the age of 1 year and 12 years, and 50 cents for infants under 12 months, except that the commission to General Agents is to be settled by the New York Conference.

That an uniform commission of Kr. I per adult be allowed agents for exchanging Third Class Westbound prepaid certificates, this sum to cover all incidental expenses incurred in regard to such passengers.

For Scandinavian Westbound Cash business the commission to Head Agents shall be 12 Krs. per adult, and 6 Krs. per child. 1 Kr. per infant.

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Commission to agents Eastbound to be arranged by New York Conference.

For Finnish Westbound Cash business the commission to Head Agents shall be 17 Finnish Marks per adult, and 8.50 Marks per child. 1½ Finnish Marks per infant.

- 2. That beyond said commission and the commission for sale of Inland tickets agreed to by the Lines, no allowance of any kind based upon results, present, prospective, or retrospective be made. Each Company shall, however, be at liberty to allow its Head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 14 hereof.
- That free railway tickets be granted only from United States ports of debarkation to New York, Boston, or Philadelphia.
- 4. The British Lines agree to discontinue free forwarding of passengers from Drontheim to any other Scandinavian port for shipment.
- 5. The Lines agree not to book (nor allow to be booked by their head agents) passengers for other than their own sailings.
- That the rules and regulations agreed upon at Conference Meetings, and also those for agents annexed, be considered part of this Agreement, and be adopted and enforced.
- 7. The Canadian Lines agree, that in the event of the British Pool Lines Westbound Third Class rates for pool purposes being raised, they will follow up to a maximum of 160 Krs. gross off Scandinavian ports, retaining the differentials agreed upon as above, and an equivalent advance for Stockholm and Finnish

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Business. This applies equally to the Scandinavian-American Line who agree on their part to make a corresponding advance, provided all the British Lines' are included in such advance and will also make a similar advance in rates Eastbound should all the British Lines Eastbound rates be increased.

8. The Secretary of the Passenger Conference, at 31, James Street, Liverpool, shall act as Secretary in England under this Agreement for all Lines parties hereto, who will furnish him in each week with a full and exact return of all Scandinavian and Finnish and Icelandic passengers carried during the previous week.

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9. No free or reduced passages shall be given to Agents, Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; and excepting that the principals of the different firms or Lines are at liberty to grant free passages to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

- (a) Arbitration proceedings in Europe shall, at the option of the complaining party, take place at Copenhagen, Liverpool or Glasgow.
- (b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a

registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary who has to inform all the subscribing parties.

- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him, proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.
- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred 8154 comes within the terms of this Agreement, and also as to which of the parties shall pay the cost of the reference.
  - (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

- (g) The fine or damage for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 7 sub-clause (b) of the Rules for Agents.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to reopen and consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award. 8156

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act. 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

- (1) Disposal of Fines. All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.
- (m) This Agreement may be made a rule of his Majesty's Court of King's Bench, or his Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.

- against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Lines, with their interpreters, and the Secretary under this agreement or his nominee.
- 12. This agreement to be subject to right of withdrawal by any Line by giving one month's notice from the first of any month.

The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a month's notice. Any change so made by any Line may be followed without notice by any other line, but same differentials must be maintained.

13. That the British Lines each be allowed to pay up to a maximum sum of £750 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line Liverpool, London and Glasgow to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool to be likewise, counted as one Line.

# ALLAN LINE (Liverpool, Glasgow and London) AMERICAN LINE (Liverpool and Southampton) ANCHOR LINE CANADIAN PACIFIC RAILWAY (Atlantic Steamship Lines) CUNARD LINE DOMINION LINE DONALDSON LINE WHITE STAR LINE SCANDINAVIAN-AMERICAN LINE

Liverpool, 20th February, 1908.

# Petitioner's Exhibit 759.

# NORDATLANTISCHER DAMPFER-LINIEN VERBAND.

397. Der Vertrag vom 19, Januar, 1892 wird vom 1 Januar, 1904, bis zum 31 Dezember, 1904, verlängert, mit Ausnahme der Artikel 3-8 einschliesslich und der auf tonnage bezüglichen Stellen in Artikel 11 und 16, welche aufgehoben werden.

398. Die Beschlüsse 1-396 sind aufgehoben.

- 399a) Die stellung einer Caution fällt fort. Der Anhang I. an ihrer Stelle von den Parteien beim Secretair hinterlegte Revers, laut Anhang 1, bleibt in Kraft. 8165 Revers bildet einen Bestandtheil des Vertrages.
  - b) Die Aufhebung der Caution hindert aber nicht die Bestimmung, dass die Parteien nicht über den Cautionsbetrag hinaus der für jede im Vertrag angegeben ist, verantwortlich sind.
  - c) Jede Partei hat, sobald sie M. 30,000 oder mehr zu zahlen hat nach der Anweisung des Secretärs zu zahlen. Die Zahlungen der Plus-Parteien werden an die Minus-Parteien pro rata ihres Fehlbetrages vertheilt.

400. In Art. 11 treten an Stelle von "articles 3 to 8" die Worte "Beschluss 401." 8166

401. Die westbound Antheile der Parteien sind folgende:

Hamburg-Amerika Linie	30.71%
Holland-Amerika Linie	9.78 "
Norddeutscher Lloyd	44.14 "
Red Star Line	15.37 "

402. Der Compensationspreis westbound beträgt für das Jahr 1904 M. 75.

403. Es ist jeder Partei, die hinter ihrem Antheil zurück ist, gestattet, zum Schutz gegen Concurrenzlinien, welche nicht dem Verband oder dem Continental-Englischen Uebereinkommen vom 7. Juni 1898 angehören, ihre Tarifpreise unter M. 100 zu ermässigen, nachdem sie dem Secretär 3 Tage vorher Anzeige gemacht hat.

404. Keine Partei kann gezwungen werden, ihren Zwischendeckspreis höher als M. 160 für Schnelldampfer und M. 140 für andere Dampfer zu setzen. Thut sie es freiwillig, so kann sie jeder Zeit und unter allen Umständen auf diese Raten zurückgehen.

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405. Keine Partei kann gezwungen werden, zum Zwecke des Ausgleichs die Annahme oder Beförderung von Passagieren auch nur vorübergehend einzustellen.

406. Die Passagepreise verstehen sich Westbound immer von Hafen zu Hafen.

407. Die diesseitigen Passagepreise und die amerikanischen Prepaid-Passagepreise müssen stets in folgendem Verhältniss sein:

M. 
$$100 = 24\frac{1}{2}$$

"  $110 = 27$ 

"  $120 = 29\frac{1}{2}$ 

"  $130 = 31\frac{1}{2}$ 

"  $140 = 34$ 

"  $150 = 36\frac{1}{2}$ 

"  $160 = 38\frac{1}{2}$ 

"  $170 = 41$ 

"  $180 = 43\frac{1}{2}$ 

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In der Zeit vom 15. November bis 31. Dezember ist es indessen jeder Linie gestattet, ihre Prepaid-Raten unabhängig von den cash Raten, höher oder niedriger, feszusetzen.

- 408. Der Passagepreis der Hamburg-Amerika-Linie Canada-Linie ab Antwerpen darf nicht niedriger sein, als der niedrigste Passagepreis der Red Star Line.
- 409. Eine etwaige Erhöhung oder Erniedrigung der Preise einer Partei zwecks Herstellung des Ausgleichs braucht nicht sämmtliche Linien der Partei zu umfassen, sondern kann sich auf einzelne derselben beschränken. Immer aber muss sie geeignet sein, den in Art. 17 angegebenen Zweck zu erfüllen.
- 410a) Den im Absatz 7 des Commentar 12 ausgenommenen Ländern wird Spanien, Portugal, Südamerika und Australien beigefügt. (Bosnien, die Herzeogwina und Ostrumelien werden nicht als zur Türkei gehörig angesehen.)
  - b) Der Schlussatz in demselben Commentar wird abgeändert, wie folgt: "This applies also the Nordd. Lloyd and Hamburg American Line Mediterranean services."
  - 411. Die Anzahl der "exempted south" Passagiere, welche eine Partei befördern kann ohne dieselben im Pool zu verrechnen, wird von 10 auf 15% der Gesammtbeförderung der Packetfahrt erhört.
- 412. Personen, welche der Verwaltung, dem Beamtenkörper, oder der Schiffsmannschaft irgend einer Partei angehören, sowie deren Frauen und Kinder, werden, wenn sie freie oder ermässigte Fahrt geniessen, im Poole nicht Verrechnet.
  - 413. Die Commission für Zwischendeck soll in den Poolländern M. 15, in den bisherigen exempted Ländern M. 30 nicht übersteigen.
  - 414. Im Commentar zu Art. 23 werden die Worte "agents receiving more then 2 Dollars" in "such head agents" abgeändert, und nach "Continental Confer-

ence in Newyork" wird hinzugefügt, "and with the secretary of the N. D. L. V."

415a) Europäische Inlandbeförderung in Verbindung mit prepaid tickets oder in Verbindung mit eastbound tickets darf von jeder Partei nur auf Grund des von ihr herausgegebenen öfficiellen Inlandtarifs, der nicht mehr als 300 Stationen für jeden Hafen oder Anlaufhafen, sofern die Häfen in verschiedenen Staaten liegen, enthalten soll, vorgenommen werden. Die Eisenbahnfahrpreise in den von den Gesellschaften veröffentlichten Tarifen sollen bona fide die wirklichen tarifmässigen Eisenbahnfahrpreise sein.

Die Umrechnung europäischer Eisenbahn-Preise erfolgt zum Course von \$1-M. 4.20 fr. 5.25 = 5 Kr. = 2½ Gulden Holl.

b) Auf euopäische Inlandbeförderung wird keine Commission bezahlt.

416. Die europäischen Agenten der Parteien dürfen amerikanische Inlandbeförderung nur durch Vermittlung derjenigen Partei verkaufen mit deren Schiffen die betreffenden Passagiere befördert werden. Auf andere Gesellschaften oder Personen ausgestellte Anweisungen für amerikanische Inlandbeförderung werden von den Parteien eingezogen und durch ihre eigenen essetzt. Für den Betrag bleibt der Agent der Partei haftbar. Ausserdem trifft ihn eine Geldstrafe von mindestens M. 400.

417. Die an Agenten (Experdienten an den Einschiffungshäfen gelten nicht als Agenten im Sinne dieses Beschlusses) zu vergütende Commission auf den Verkauf amerikanischer Eienbahnbillets für Immigrantenzug darf nicht mehr als 5% des Fahrpreises betragen.

418. Beschluss 417 findet nicht Anwendung auf Griechenland, Italien, Frankreich, Schweiz, Tirol Görz, Istrien, Dalmatien, Triest, Susak, Fiume, Lux8174

emburg, Elsass-Lothringen. An Agenten in diesen Distrikten darf eine höhere Commission auf amerikanische Emigrantenbillets gezahlt werden, sofern die Auswanderer in den genannten Ländern ansässig sind und zwar im Sinne von Art. 12 des Vertrages. Dieser Beschluss unterliegt 14 tägiger Kündigung.

- 419. Die Durchbuchung von Kajütenpassagieren nit amerikanischem immigrant train ist untersagt. Diese Bestimmung ist alljährlich den Agenten in Erinnerung zu bringen.
- 420a) Jede Partei hat das Recht Zuwiderhandlungen ihrer Agenten gegen den Vertrag durch das Präsidium bestrafen zu lassen.
  - b) Das Präsidium ist an keinen bestimmten Betrag gebunden, jedoch darf die Stafsumme niche höher sein als gegen die Parteien selbst. Beschluss 416 wird hierdurch nicht geändert.
  - e) Eine Absetzung kann das Präsidium nicht verhängen, es sei denn, die Partei beantrage eine solche.
  - d) Die Zahlungsweigerung der Stafe hat aber die Absetzung des Agenten von selbst zur Folge und zwar für alle Parteien im Sinne des Commentars zu Art 24.
- e) Die Wiedereinsetzung eines abgesetzten Agenten erfordert einen Beschluss des Präsidiums. (Art. 35, Absatz 4.)
  - 421. Die Parteien verpflichten sich, Gesellschaften oder Privatpersonen in der cisleithanischen Monarchie, welche die Tendenz verfolgen, das Auswanderungs-Geschäft zu monopolisiren, oder einen massgebenden Einfluss auf dasselbe zu gewinnen, keinerlei finanzielle Unterstützung durch Provision, Beiträge, oder in irgend einer anderen Form zukommen zu lassen und sich jedes Verkehrs mit denselben zu enthalten. Der Norddeutsche Lloyd und die Hamburg-Amerika-Linie

übernehmen diese Verpflichtung auch für ihre Expedienten in Hamburg und Bremen.

- 422. Die Parteien sind für ihre Agenten und Organe verantwortlich, jedoch nicht für Strafen, welche denselben-auferleft werden.
- 423. In Abänderung des Absatzes I des Art. 21: Der niedrigste Kajütenpreis einer Partei muss westbound mindestens M. 50, und eastbound mindestens \$10 höhersein, als der höchste normale Pool-Zwischendeckspreis des betreffenden Dampfers. Ist letzterer höher als die in Beschluss 404 angegebenen Maximalraten, so braucht zur Feststellung des Preises der II Kajüte vorstehender Unterschied von M. 50 nur den Maximalraten von M. 140 bezw. M. 160 hinzugerechnet zu werden. Bei east- wie westbound roundtrip tickets kann dieser Unterschied von M. 50 und \$10 gegen den Zwischendeckspreis um 10% des Cajütenpreisses geringer sein.

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- 424. Die Bestimmungen des Beschlusses 423 finden keine Anwendung, falls die Parteien unter sich, oder gemeinsam mit anderen Parteien etwas Anderes vereinbart haben.
- 425. Beschluss 424 ist so zu verstehen, dass wenn die Parteien in einem Cajütenpreis-Agreement einen so billigen Preis feststellen, dass die Differenz zwischen diesem und dem Zwischdeckspreis nicht den in 423 festgesetzten Betrag erreicht, die zu solchem Preise gebuchten Passagiere doch nicht verrechnet werden.

- 426. Im Commentar zu Art. 21, Abs. 3 wird der Umrechnungskurs für Mark in Dollars von 4.20 auf 4.00 geändert.
- 427. Passagiere, welche vom Zwischendeck durch Nachzahlung in die Cajüte übertreten, gleichviel ob

### Petitioner's Exhibit 759

vor, oder nach dem Antritt der Reise, gelten als Cajüten-Passagiere sofern die Bestimmungen der Artikel 423 bezw 424 eingehalten sind.

428. Der Absatz 2 des Commentars zu Art. 21 findet keine Anwendung auf Passagiere, die in Intermediate oder irgend einer anders als Zwischendeck, resp. III Klasse oder Cajüte bezeichneten Klasse reisen. Auf solche Passagiere findet also unter allen Umständen Beschluss 423 und Absatz 2 des Comm. zu Art. 2 Anwendung.

429a) Von der gesammten westbound Beförderung der Continentalen Linien und der Britischen Linien, soweit dieselbe unter das Agreement vom 7, Juni 1898 fällt, erhalten die Britischen Linien 6% und die Red Star Line C 0.94%, so lange jenes Agreement besteht.

b) Als von der Red Star Line C befördert werden nur so viel Passagiere angenommen, als die Red Star Line über ihren Antheil befördert hat, mit der Beschränkung, dass für die Red Star Line C nie mehr Passagiere als befördert gelten, als ihr Antheil ist.

c) Der Antheil der einzelnen Parteien an der aus der Abrechnung mit den Britischen Linien und der Red Star Line C sich ergebenden Compensation wird bestimmt durch den procentualen Antheil an der Gesammtbeförderung der vier Parteien, der sich für jede einzelne Partei ergiebt, wenn dem Antheil der betreffenden Partei an westbound Passagieren ihre Beförderung von exempted Passagieren hinzugefügt wird. Die Compensation für Red Star Line C ist M. 60. Bei der Preisfestsetzung der Red Star Line darf auf Red Star Line C keine Rücksicht genommen werden.

d) Sollte der N. D. L. V. aufhören, bevor das Agreement mit den Britischen Linien vom 7. Juni

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Anhang 2.

1898 abgelaufen ist, so gehen die in diesem Beschlusse unter c enthaltenen Rechte und Verpflichtungen gegenüber den Britischen Linien und der Red Star Line C auf die am N. D. L. V. betheiligten Linien im Verhältnisse ihrer Antheile laut Beschluss 401 über.

- e) Für das Verhältniss zwischen den Parteien und der Red Star Line C sind im Zweifelsfall die schiedsrichterlichen Entscheidungen vom 30. Juli 1896 und 30. Septbr. 1903 massgebend.
- 430. Die Parteien übermitteln dem Secretär wöchentlich (vide Art. 42) ihre Aufgaben über ihr westbound Prepaid-Geschäft und zwar für ihre verschiedenen Linien getrennt.

431. Der Art. 24 des Vertrages findet seinem ganzen Inhalt nach auch Anwendung auf die in Amerika erlassenen Circulare und Veröffentlichungen.

- 432a) Im Commentar zu Art. 31 werden die Worte "Havre und Boulogne" gestrichen.
- b) Die Dampfer der Hamburg-Amerika Linie, welche im Sommer nach Montreal und Quebec und im Winter nach Halifax und Boston fahren, dürfen Antwerpen anlaufen.
- c) Zwischen dem Norddeutschen Lloyd und der Hamburg-Amerikanischen Packetfahrt-Actiengesellschaft ist vereinbart worden, dass, wenn den Gesellschaften, im Falle von Epidemien, oder in Folge von Massnahmen ihrer eigenen, oder der amerikanischen Staatsbehörden, die Expedition ihrer Schnelldampfer aus ihren resp. Ausgangshäfen erschwert, oder unmöglich gemacht worden ist, die Gesellschaften sich gegenseitig das Recht der Expedition oder des Anlaufens der ihnen im Commentar zum Art. 31 zugesprochenen Häfen einräumen.

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d) Art. 31 des Vertrages wird dahin geändert, dass, falls ein Ausgangshafen, in Folge Ausbruchs von Cholera oder anderen Epidemien nicht mehr als Ausgangshafen benutzt werden kann oder wenn durch Verfügung der betreffenden Regierung die Einschiffung von Zwischendeckern aus Deutschland oder Russland oder den Ländern der österreichisch-ungarischen Monarchie nicht gestattet wird die betreffende Partei berechtigt ist, in solchem Falle einen anderen Vertragshafen anzulaufen. Die Partei dieses letzteren Hafens ist in dem Falle berechtigt, unter Einhaltung einer 14-tägigen Kündigungsfrist aus dem Vertrage auszuscheiden.

- 433. Wenn von einem der Häfen, Hamburg, Bremen, Antwerpen, Rotterdam oder Amsterdam eine direkte Concurrenz entstehen sollte, so hat die Partei, von deren Hafen sie ausgeht, das Recht, sich nach mindestens 3 Monate vorausgegangener Anzeige von dem Vertrage zurückzuziehen, wenn die Parteien sich nicht über eine Bekämpfung solcher Concurrenz für gemeinschaftliche Rechnung einigen.
- 434. Die Parteien erneuern ihr Abhommen betreffend das eastbound Zwischendeck-Geschäft bis zum 31 December 1904 auf folgender Grundlage:
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- 435a) Die eastbound Antheile sind folgende:

Hamburg-Amerika Linie	26,47%
Holland-Amerika-Linie	13,32 "
Norddeutscher Lloyd	41,53 "
Red Star Line	18,68 "

- b) Der Compensationspreis eastbound ist M. 100.
- 436. Die mit directen Dampfern der Parteien nach Mittelmeerhäfen beförderten Passagiere sind von dem Uebereinkommen ausgeschlossen.

- 437. Im Uebrigen finden die Bestimmungen der westbound Uebereinkunft vom 19. Januar 1892 und aller in Kraft befindlichen Beschlüsse sinngemässe Anwendung für die Eastbound Uebereinkunft.
- 438a) Bondable Passagiere, d. h. Passagiere, die von der Vereinigten Staaten Regierung zurückgeschickt werden, sollen nur eastbound abgesetzt werden. Eastbound passagiere, die in Europa von Behörden zurückgewiesen werden, können beim Rücktransport westbound abgesetzt werden.
- b) In gleicher Weise werden Passagiere behandelt, welche eastbound auf Verlangen einer Regierung frei oder gegen Ersatz der Verpflegungskosten befördert werden.
- 439. Solange die British Lines ihre eastbound Passage-Preise von den common points, New York, Boston, Baltimore, Philadelphia, festsetzen ist es den Parteien gestattet die gleichen Begünstigungen eastbound zu gewähren.
- 440. Das Verhältnisszwischen eastbound cash rates und diesseitigen prepaid rates wird nach Art. 23 festgestellt.
- 441a) Auf steerage roundtrip tickets east- und westbound wird keine Ermässigung gewährt. Der Preis eines roundtrip ticket ergiebt sich aus der Addition des east- und westbound Preises.
- b) Auf Fahrkarten, welche eastbound für die Cajüte und westbound für Zwischendeck oder umgekehrt lauten, darf keinerlei Ermässigung gewährt werden; auch sollen derartige Roundtrip Combinationen nicht veröffentlicht werden.
- 442. Die Unkosten des Secretariats werden nach dem aus der procentualen Betheiligung der verschie-

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denen Parteien am westbound steerage- und eastbound steerage pool sich ergebenden Mittel vertheilt.

443. Die Parteien verpflichten sich, ohne allseitiges Einverständniss keinerlei Mittheilungen über Verhandlungen oder Beschlüsse der Parteien an die Presse oder unbetheiligte dritte Personen gelangen zu lassen.

444. Die Beschlüsse der Continental Conference in New york sind für die Parteien nicht bindend, falls sie im Widerspruch mit dem Vertrage stehen.

445. Alle gefassten und noch zu fassenden Beschlüsse gelten als ein Bestandtheil des Vertrages, auch wenn sie nicht von Mitgliedern des Präsidiums, sondern von andern Unterschriftberechtigten der Parteien gezeichnet sind.

446. Alle Beschlüsse, welche in Meetings gemäss, Art. 39 und Beschluss 448 durch Unterschriftsberechtigte der Parteien, oder durch Personen, welche dem Secretär telegraphisch oder schriftlich als bevollmächtigt angesagt wurden, unterschrieben sind, erhalten durch diese Unterschrift Rechtskraft und gelten als Bechlüsse im Sinne des Beschlusses 445. Beschlüsse über Gegenstände, welche nicht, oder nicht gemäss Art. 39 auf der Tagesordnung stehen, müssen mit Stimmeneinheit angenommen werden und erhalten erst Gültigkeit, wenn bis zum dritten Tag (einschliesslich) nach Mitteilung des Protokolles beim Secretär in Jena kein Einspruch eingelaufen ist. Derart zur Rechtskraft gelangte Beschlüsse gelten ebenfalls als im Sinne Beschlüsse über Preise sind Beschlusses 445. unter allen Umständen gültig. Beschlüsse über Cajütengeschäft gelten als unter dem Vertrag stehend nur dann, wenn dies ausdrücklich gesagt ist.

447. Die Reihenfolge für das Secretariat beginnt am I Januar mit der Packetfahrt und für das Präsidium mit der Red Star Line.

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448. Am ersten Mittwoch im April, am letzten Mittwoch im September und am zweiten Mittwoch im December findet regelmässig eine Conferenz in Cöln statt.

449. Für skandinavische oder finnische Zwischendecker, welche der Norddeutsche Lloyd oder die Hamburg-Amerika Linie unter Berücksichtigung von Artiken 2 des Agreements mit den Britischen Linien vom 7, Juni 1898 eastbound befördern, wird der Unterschied zwischen dem conintentalen und dem skandinavischen eastbound Fahrpreise des betreffenden Dampfers, sowie der Betrag der Transportkosten von Bremen/Hamburg nach Skandinavien oder Finland, incl. der etwaigen Aufenthaltskosten, von den Parteien gemeinsam d. h. im Verhältniss ihrer Eastbound Antheile getragen. Jeder Partei steht das Recht zu, nach vorausgagangener vierzehntägiger Kündigung von diesem Abkommen zurückzutreten.

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- 450. Cajüten Agreements unterliegen der Controlle des Secretärs nicht weiter als durch Beschluss 423 und 424 bedingt ist.
- 451. Freie Fahrt zwischen New York, Boston und Philadelphia darf an Cajütenpassagiere nicht gegben werden. Transat schliesst sich diesem Beschlusse an.

- 452. Als Reisebureaux sind solche Agenten anzusehen, die für mehr eine Nordatlantische Linie thätig sind.
- 453. Die Durchbuchung von 1 und 2 Classe Passagieren nach europäischen Inlandpunkten, ausser Paris und London, ist untersagt. Dieser Beschluss unterliegt einer dreimonatlichen Kündigung.
- 454. Die Abfertigungsgebühr an Agentum für Umtausch und Behandlung von amerikanischen Prepaids und return tickets wird auf M. 3 für 1 Cl. und M.2

für 2, Cl. festgesetzt. Dieselbe versteht sich pro Billet, ohne Rücksicht auf die Personenzahl auf demselben. Eine weitere Verg tung für Porto und Telegramme findet seitens der Gesellschaften nicht statt.

455. Während der Dauer eines Cajüten-Agreements sind die auf das Cajütengeschäft bezüglichen Drucksachen dem Secretär in gleicher Weise, wie in Art. 24 für Zwischendeck vorgesehen, einzusenden.

456. Wird wegen Abweichung von vereinbarten Cajütsraten der Schiedrichter in Anspruch genommen, so soll für denselben als Richtschnur gelten, dass bei unbeabsichtigten Versehen die Auszahlung der vollen nach der Vereinbarung zu berechnenden Passage an die anderen Pareien zu gleichen Theilen als genügende Gutmaching angesehen wird. Zutreffendenfalls sind ausserdem Cajütenpassagiere, die unter den vereinbarten Raten angenommen sind, auch im Pool zu verrechnen. Im Uebrigen werden Verletzungen der festgesetzten Preise nicht dadurch gut gemacht, dass die betreffenden Passagiere im Zwischendeckspool verrechnet werden, sei es durch das Functionieren von Beschl. 423 oder durch freiwilliges Anerbieten der betreffenden Partei.

457. In Abänderung des Art. 36 wird zum Schiedsrichter, corläufig bis zum 31. December 1904, der Oberlangesgerichts-Präsident Hansen in Hamburg ernannt.

458. Die Hamburg-Amerika Linie kann in den Monaten März bis August (beide Monate eingeschlossen) monatlich 2 Expeditionen, während der übrigen Zeit des Jahres I Expedition nach canadischen Häfen ausführen und braucht die damit beförderten Passagiere nur zu M. 70 zu compensiren, soweit der von diesen Passagieren bezahlte Fahrpreis nicht höher als M. 120 ist.

8201

Dieser Beschluss unterliegt einer vierwöchentlichen Kündigung und erlischt ohne Weiteres so bald ein Abkommen mit der Canadian Pacific Railway in Kraft tritt

459. Das mit der Cie. Gên. Transatlantique abgesch- Agr. G. lossene Agreement G, bleibt bis auf Weiteres in Kraft.

460. Für Pooldistricte dürfen weder in Europa noch in Amerika Ausnahmeraten gemacht werden ohne vorherige Zustimmung aller Parteien. Ausgenommen Ist Rumänien, woher bis auf Weiteres jede Partei berechtigt ist, Passagiere bis zu M. 20 unter ihrem regulären Passagepreis zu befördern.

8204

461. Die Bestimmungen des Art. 12 des Vertrages und des Commentars zu Art. 12, durch welche Passagiere aus gewissen Ländern als nicht unter den Vertrag fallend (exempted) gelten, werden für die Zeit, dass die Cie. Gên. Transatlantique dem Pool angehört, aufgehoben und zwar rückwirkend vom 1. Januar 1904 an. Die bisherigen procentualen Antheile der Parteien im westbound Pool werden in der Weise abgeändert, dass die in den 3 Jahren 1900/2 von der Hamburg-Amerika Linie, dem Norddeutschen Lloyd und der Red Star Line beförderten exempted Passagiere im Verhältniss von 2: 1, die vonder Holland-Amerika Linie beförderten im Verhältniss von 1,5: 1 in Contract-Passagiere umgerechnet werden. Die aus der ungleichen Umrechnung sich ergebende Differenz zu Gunsten der Holland-Amerika Linie trägt der Norddeutsche Lloyd. Die danach für jede Partei sich ergebende Anzahl von Contract-Passagieren wird mit ihrer Zahl von Contract-Passagieren, die sich aus ihrem Vertragsantheil für die Jahre 1900/2 ergiebt verbunden, und das Verhältniss, in welchem die derart für jede einzelne Partei ermittelten Ziffern zu deren Gesammtheit stehen, bildet die neuen Antheile jeder Partei. Dieselben sind folgende: (R. 1769.)

8706

### Petitioner's Exhibit 759

Hamburg-Amerika Linie	30,88%
Holland-Amerika Linie	10,61 ,,
Norddeutscher Lloyd	42,96 ,,
Red Star Line	15,55 ,,

Die mit direkten Dampfern der Vertragslinien ab Mittelmeer-Häfen beforderten Itäliener und Orientalen (Griechen, Türken, Asiaten und Afrikaner) gelten nach wie vor als nicht unter den Vertrag fallend und blieben von der Verrechnung im Pool ausgeschlossen.

8207

- 462. Mit dem Tage, da das gegenwärtige Abkommen mit der Cie. Gén. Transatlantique erlischt, treten alle in dem ursprünglichen Vertrage, sowie in den aufgehobenen Beschlüssen 258-306 enthaltenen Bestimmungen über exempted Passagiere, sowie die in Beschluss 401 bestimmten Antheile an Contract-Passagrieren ohne weiteres wieder in Kraft.
- 463. Die Verrechnung der aus dem Vertrage mit der Cie. Gén. Transatlantique sich ergebenden Compensationen findet auf Grund der in Beschluss 461 angegebenen Antheile statt, mit Rückwirkung auf 1903.

464. Mit der Canadian Pacific Railway ist ein Vertrag laut Agreement J geschlossen, laut welchem derselben 5,429% von der westbound Zwischendecks-Be-8208 förderung der 4 Poolparteien von nördlichen Häfen

zustehen. Von den aus dem Agreement sich ergebenden Compensationszahlungen entfallen auf

Hamburg-Amerika Linie	27,27%
Holland-Amerika Linie	9,37 "
Norddeutscher Lloyd	37,93 "
Red Star Line	13,73 "
Cie. Gén. Transatlantique	11,70 "

465. Beschluss 458 ist durch das Abkommen mit der Canadian Pacific Railway erloschen. Auf die von der Agr. J.

Hamburg-Amerika Linie für canadische Häfen vorgebuchten Passagiere, deren Anzahl sie mit ca. 3000 angiebt, findet indessen die Compensation von M. 70 noch Anwendung, soweit der von diesen Passagieren bezahlte Fahrpreis nicht höher, als M. 120 ist.

466. Die in Art. 5 des Vertrages mit Transat auf M. 90 festgesetzte Compensation für Passagiere der 2<sup>ten</sup> Gruppe wird für die Zeit, dass die N.D.L.V. Linien unter sich die Compensation von M. 75 haben, ebenfalls auf M. 75 ermässigt.

467. Die Zahl der in den Jahren 1900, 1901 und 1902 von den N.D.L.V. Linien beförderten Italiener und Orientalen wird auf Transat übertragen, und diese giebt dafür von ihren in den genannten Jahren beforderten Passagieren der 2ten Gruppe die entsprechende Anzahl auf, indem 4 Passagere der 1ten Gruppe für 3 Passagiere der 2ten Gruppe gerechnet werden. Der Secretair wird die betreffenden Zahlen revidiren und danach die neuen Antheile für Transat in jeder der beiden Gruppen feststellen, die dann vom 1. Januar 1904 an an Stelle der früheren Antheile Transat's treten. (Die dementsprechend abgeänderten Antheile der Cie. Gén. Transatlantique betragen lt. R. 1793. 10,289% für die 1. Gruppe (Italiener und Orientalen) " " 2. 3.842% (Andere Passagiere). Ihr Gesammtantheil ist also 14,131%.)

468. Die Continentalen Linien nehmen zum Zweck der Concurrenz gegen die Cunard Linie das Scandinavische westbound Geschäft wieder auf nach den Bestimmungen des Agreement K. Die unter dieser Vereinbarung beförderten skandinavischen Passagiers gelten sowohl für die Poolparteien, wie auch der Cie. Gén. Transatlantique und den British Lines gegenüber als nicht unter den Vertrag fallend (exempted).—Die Bestimmung des Beschlusses 399<sup>b</sup> findet für das Agreement K keine Anwendung.

£210

### Petitioner's Exhibit 759

- 469. Zwischen den N.D.L.V. Linien und Transat und der American Line, ist für eastbound steerage Agr. L. Geschäft ein Vertrag lt. Agreement L. geschlossen.
  - 470. Die Beschlüsse 416 und 419 werden für Schweizer Passagiere und Schweizer Agenten aufgehoben (Schweizer in beiden Fällen im Sinne des Commentars zu Art. 12 verstanden).
  - 471. Der Cie. Gén. Transatlantique wird für das laufende Jahr für Passagiere, die sie von der Alliance Israelite zu frcs. 115 net per adult übernimmt, ein Zuschuss von M. 10 per adult gewährt. Dieser Zuschuss vermindert sich um den Betrag, den die Cie. Gén. Transatlantique etwa mehr als frcs. 115 net arhält, so dass er also bei einem Preise von frcs. 127.50 ganz fortfällt.
  - 472. Die Raten für ungarische und kroatische Passagiere, sowie für Dalmatiner, Istrianer und Krainer werden auf M. 120 für Schnelldampfer und M. 100 für andere Dampfer ermässigt; Prepaids entsprechend. An Commission für solche Passagiere kann bis M. 25 gezahlt werden.
  - 473. In Leipzig soll für die Behandlung der Auswanderer ein unter allseitiger Zustimmung der Parteien zu ernennender, gemeinschaftlicher, concessionirter Beamter als Stationsverwalter der Gesellschaften angestellt werden. Die bezüglichen Verhandlungen mit den sächsischen Behörden werden dem Lloyd überlassen.
  - 474. Die von dem Anglo-Continentalen Reisebureau für Britische Linien engagierten, Leipzig passierenden Passagiere sollen von dem dortigen Stationsverwalter an die Holland-Amerika Linie avisirt werden, die ihrerseits wieder den Britischen Linien und dem Secretair eine Aufgabe solcher Passagiere senden wird.

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475. Für den Zuschuss der Holland-Amerika Linie und der Red Star Line zu den Kosten der Controlstationen sollen Zinsen auf das Anlage-Capital, Abschreibungen, Reparaturen und sonstige Unkosten einerseits, die Einnahme andererseits in Betracht gezogen werden. Die Höhe der Zinsen und Abschreibungen wird weiterer Vereinbarung vorbehalten.

476. Die Parteien werden, jede für sich, ihren Agenten schreiben, dass sie sich aller Handlungen, die der Beförderung von Passagieren für die Cunard Line Vorschub leisten können, zu enthalten haben.

477. Die Hamburg-Amerika Linie und der Nordd. Lloyd werden sich dahin bemühen, dass die Passagiere für die Holland-Amerika Linie und die Red Star Line unbehindert die schlesische und sächsische Grenze passieren können.

Cöln, 31. Màrz 1904.
Hamburg-Amerika Linie
gez. Ad Storm.
Holland-Amerika Linie
gez. Vanden Toorn.
Norddeutscher Lloyd
gez. Wiegand.
Red Star Line
gez. Ed. Strasser.

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8217

Anhang. 1.

#### REVERS

Die unterzeichnete Gesellschaft:

verpflichtet sich hierdurch gegenüber den Gesellschaften:

die Bestimmungen des in Hamburg am 19. Januar Dampfer-Linien Verbandes, in all und jeder Beziehung sowie gegenüber dem Secretar des Nordatlandischen

1892 vereinbarten Vertrages sowie des Protocolls 1 Februar 1802 und der vereinbarten Abänderungen als für sich massgebend, anzuerkennen und denselben in all und jeder Richtung nachzukommen. obwohl zwischen den Parteien dieses Vertrages nachträglich vereinbart ist, dass die im Artikel 25 des Vertrages vorgesehene Kaution nicht hinterlegt werden soll. vielmehr dieser Veroflichtungs-Schein an Stelle der Kaution treten soll. Die unterzeichnete Gesellschaft unterwirft sich in all und jeder Beziehung, soweit der am 10. Januar 1802 in Hamburg geschlossene Vertrag nebst den vereinbarten Abanderungen in Frage kommt. den deutschen Gesetzen und unterwirft sich, falls wider Erwarten aus irgend einem Grunde gerichtliche Schritte gegen die unterzeichnete Gessellschaft abseiten der sämmtlichen übrigen Gesellschaften oder einer der übrigen Gesellschaften oder abseiten des Secretärs nothwendig sein sollten, der Gerichtsbarkeit der Kölnischen Gerichte, dergestalt, dass iede auf Grund dieses Vertrages oder auf Grund einer Entscheidung des Secretariats oder des Pràsidiums oder des Schiedsrichters etwa gegen die Gesellschaft nothwendig werdende gerichtliche Klage in erster Instanz bei dem Landgericht zu Köln anzubringen ist.

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Die Gesellschaft erklärt, eine von dem Landgericht zu Köln oder dem diesem Gerichte vorgesetzten Oberlandesgericht resp. Reichsgericht abgegebene Entscheidung in jeder Zeit als eine von einem zuständigen Gerichte gegen sie abgegebene Entscheidung anzuerkennen und die direkte Zwangsvollstreckung aus einem derartigen Urtheilsspruche gegen sich als gültig anzuerkennen. Die Gesellschaft verpflichtet sich aber vor allem, es niemals zu einem gerichtlichen Verfahren kommen zu lassen, sondern verpflichtet sich ausdrücklich, alle ihr auferlegten Zahlungen von Ausgleichgeldern oder von Strafen unweigerlich sofort zu leisten.

..... 1892

## TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER THEM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL

File No. 24508.

THE NO. 882.

HAVEURG-AMERIKANISCRIE PACKETYAHRT ACTU N-GESELLSCHAFT ET AL., APPELLANTS,

THE UNITED STATES OF AMERICA ET AL.

CER SUPPLIED DISTRICT OF THE ORIGINAL SPATIS FOR

### VOLUME A

PROPERTY OF THE PARTY.

# IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, Defendants.

EXHIBITS. VOLUME VI.

Translation

## NORTH ATLANTIC STEAMSHIP LINES. COMBINE.

397. The agreement of January 19, 1892, is extended from January 1, 1904 to December 31, 1904, with the exception of articles 3-8 inclusive and those passages in articles 11 and 16 which refer to tonnage, which are cancelled.

398. Resolutions 1-396 are cancelled.

399, a. The furnishing of a guarantee is omitted.

The bond furnished in its place by the parties to the Appendix I. secretary, see Appendix I, remains in force. The bond forms a part of the agreement.

b. Cancellation of the guarantee does not however, interfere with the agreement, that the parties are not liable over and above the amount of the guarantee which is specified for each in the agreement.

c. Each party as soon as it has to pay 30,000 marks or more, must pay according to the direction of the Secretary. The payments of the plus parties are assigned to the minus parties *pro rata* of their deficit.

400. In Article 11 the words "resolution 401" take the place of "Article 3 to 8."

401. The westbound proportions of the parties are the following:

Hamburg-America Line
Holland-America Line
North German Lloyd
Red Star Line

30.71%
44.14%
15.37%

402. The westbound compensation price for the year 1904 amounts to 75 marks.

8922

403. Each party which has not attained to its share, is permitted, as a protection against competing lines which do not belong to the pool or to the Continental-English agreement of June 7, 1898, to lower its tariff prices below 100 marks, after having given the Secretary three days' prior notice.

404. No party can be forced to place their steerage price higher than 160 marks for express steamers and 140 marks for other steamers. If it does so voluntarily, it can at any time and under all conditions go back to these rates.

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405. No party can be forced to suspend even temporarily for the purpose of equalization, the acceptance or transportation of passengers.

406. Passage prices westbound are always understood from port to port.

407. The this-side passage prices and the American prepaid passage prices must always be in the following ratio:

8226

During the time from November 15 to December 31, however, each line is permitted to fix its prepaid rates independently of the cash rates, higher or lower.

408. The passage price of the Hamburg-Americaline Canada-line from Antwerp may not be lower than the lowest passage price of the Red-Star line.

409. A possible elevation or lowering of the prices of a party in order to bring about equalization need not comprise all lines of the party, but may be limited to some of these. However, it must always be adapted to fulfill the purpose stated in Article 17.

410a. To the countries scepted in Section 7 of Commentary 12 Spain, Portugal, South America and Australia are added (Bosnia, the Herzegovina and East Roumelia are regarded as not belonging to Turkey).

b. The concluding sentence in the same commentary is changed as follows: "This applies also to the North-German-Lloyd and the Hamburg-Americanline Mediterranean services."

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- 411. The number of the "exempted south" passengers which a party may transport without accounting for the same in the pool, is raised from 10 to 15% of the total transportations of the packet-transportation.
- 412. Persons who belong to the administration, the officials or to the crew of any one party, as well as their wives and children, are not to be accounted for in the pool, when they enjoy free passage or passage at reduced rates.

413. The commission for steerage shall not exceed 15 marks in the pool-countries, in the hitherto exempted countries 30 marks.

414. In the commentary to Article 23 the words "agents receiving more than two dollars" is changed to "such head agents," and after "Continental Conference in New York" there is added "and with the Secretary of the N. D. L. V."

415a. European inland transportation in connection with prepaid tickets or in connection with east-bound

tickets may be transacted by each party only on the basis of its published official inland-tariff, which may not contain more than 300 stations for each port or port-of-passage, inasmuch as the ports lie in different states. The railroad prices in the tariffs published by the companies must be "bona fide" the real tariff railroad prices.

The calculation of European railroad prices is effected at the rate of \$1-M 4.20-Fr. 5.25 5-Kr. 21/2

Dutch gulden.

b. No commission is paid on European inland transportation. 8231

- 416. The European agents of the parties are allowed to sell American inland transportation only through the intervention of that party with whose ships the respective passengers are transported. Tickets for American inland transportation made out to other companies or persons are withdrawn by the parties and replaced by their own. The agent remains responsible for the amount to the party. Moreover he is subjected to a fine of at least 400 marks.
- 417. The commission to be paid to agents (expediting-agents at the shipping-ports are not regarded as agents in the sense of this resolution) for the sale of American railroad tickets for an immigrant-train may not amount to more than 5% of the fare.
  - 418. Resolution 417 does not apply to Greece, Italy, France, Switzerland, the Tyrol, Gorz, Istria, Dalmatia, Trieste, Susak, Fiume, Luxemburg, Alsace-Lorraine. A higher commission on American immigrant tickets may be paid to the agents in these districts inasmuch as the emigrants are residents of the countries named in the sense of Article 12 of the agreement. resolution is subject to cancellation at 14 days' notice.

- 419. The through-booking of cabin passengers with American immigrant train is forbidden. This resolution is to be annually recalled to the agents.
- 420a. Each party has the right to have actions of their agents which are contrary to the agreement punished by the Praesidium.
- b. The Praesidium is not bound to any definite amount, yet the penalty may not be higher than against the parties themselves. Resolution 416 is hereby not changed.
- c. The Praesidium cannot order dismissal, unless the party demands the same.
- d. Refusal to pay the penalty however involves of itself dismissal of the agent and this for all parties in the sense of the Commentary to Article 24.
- e. Reinstatement of a dismissal agent requires a resolution of the Praesidium. (Article 35, Section 4.)
- 421. The parties obligate themselves to furnish no financial support through commissions, contributions, or in any other form, to companies or private persons in the Cisleithanian Monarchy, who follow the tendency to monoplize the immigration business or to gain a controlling influence of the same, and to abstain from all intercourse with such parties. The North-German-Lloyd and the Hamburg-American-line accept this obligation also for their expediting-agents in Hamburg and Bremen.
- 422. The parties are responsible for their agents and organs, however not for penalties which are inflicted upon them.
- 423. In change of Section 1 of Article 21, the lowest cabin price of a party must westbound be at least 50 marks and east-bound at least \$10 higher than the

8234

highest normal pool-steerage-price of the steamer concerned. If the latter is higher than the maximum rates stated in resolution 404, then to fix the price of the second cabin the before-mentioned difference of 50 marks need only be added to the maximum rates of 140 marks, respectively 160 marks. In east as well as westbound round-trip tickets this difference of 50 marks and \$10 against the steerage price can be 10% less than the cabin price.

- 424. The directions of resolution 423 do not apply in case the parties among themselves or in common with other parties have reached some other agreement.
  - 425. Resolution 424 is so to be understood that if the parties in a cabin-price agreement establish a price so low that the difference between this and the steerage-price does not reach the price set in 423 that the passengers booked at such price are not to enter into the accounting.
  - 426. In commentary to Article 21, Section 3, the rate of exchange of marks into dollars is changed from 4.20 to 4.00
  - 427. Passengers who by subsequent payment pass from the steerage into the cabin, immaterial whether before or after commencement of the voyage, figure as cabin passengers, inasmuch as the directions of Articles 423 and 424 are followed.
  - 428. Section 2 of the Commentary to Article 21 has no application to passengers who travel in intermediate or any other class designated differently than Reerage, respectively III-class or cabin. Resolution 423 and Section 2 of the Commentary to Article 2, therefore applies to such passengers under all circumstances.

429a. Of the entire westbound transportation of the continental lines and the British lines as far as the same comes under the agreement of June 7, 1898, the British lines receive 6% and the Red Star line C 0.94% as long as that agreement remains in force.

APPENDIX II.

b. Only so many passengers are regarded as having been transported by the Red Star line C, as the Red Star line has transported above its share, with the restriction that no more passengers shall be regarded as having been transported by the Red Star Line C than is its quota.

8240

c. The share of the individual parties to the compensation resulting from the accounting with the British lines and the Red Star line C is determined by the percentage proportion of the total transportation of the four parties, which follows for each individual party when there is added to the share of the respective party in westbound passengers, its transportation of exempted passengers. The compensation for Red Star Line C is 60 Marks. In fixing the price of the Red Star line no attention must be paid to Red Star line C.

- d. Should the N. D. L. V. cease before the agreement with the British lines of June 7, 1898 has terminated, then the rights and obligations towards the British lines and the Red Star line C contained in this resolution under "c" pass over to the lines participating in the N. D. L. V. in proportion to their shares, in accordance with resolution 401.
- e. In case of doubt as to the relation betwee the parties and the Red Star line C the arbitrator's decisions of July 30, 1896 and September 30, 1903 are effective.

430. The parties transmit to the Secretary weekly (vide Art. 42) their statements concerning their westbound prepaid business, separately for their different lines.

431. Art. 24 of the agreement has application in its entire content also to the circulars and publications made in America.

432a. In the commentary to Art. 31 the words "Havre and Boulogne" are crossed out.

b. The steamers of the Hamburg-America line which in summer go to Montreal and Ouebec and in 8943 winter to Halifax and Boston, may touch Antwerp.

> c. It has been agreed between the North German Lloyd and the Hamburg-American-Packet-Stock-Company that if the expedition of their express steamers from their respective ports of departure is made efficult or impossible in the case of epidemics or in the of measures taken by their own or by the Americal State authorities, that then the companies mutually ede to each other the right of departure or of touching at the ports assigned to them in commentary to Art. 31.

d. Art. 31 of the agreement is changed to the effect that if a port of departure, in consequence of the outbreak of cholera or of other epidemics can no longer be used as port of departure, or that if through the action of the respective government the shipping of steerage passengers from Germany or Russia or from the countries of the Austrian-Hungarian monarchy is not allowed, that in such a case the respective party is justified in touching at another port of agreement. In this case the party of the latter port is justified to resign from the agreement after having given a fourteen day's notice of cancellation.

- 433. If from one of the ports Hamburg, Bremen, Antwerp, Rotterdam or Amsterdam there should arise a direct competition, then the party from whose port this occurs has the right to withdraw from the agreement, after having given at least three months' preliminary notice, in case the parties do not agree upon a fighting of such competition for mutual account.
- 434. The parties renew their agreement concerning the eastbound steerage business up to December 31, 1904 on the following basis:

1, 1904 on the following basis:
435a. The eastbound allotments are the following:

8246

Hamburg-American Line	26.47%
Holland-American Line	13.32%
North German Lloyd	41.53%
Red Star Line	18.68%

- b. The compensation-price eastbound is 100 marks.
- 436. Passengers transported by direct ster are of the parties to Mediterranean ports are exclusive from the agreement.
- 437. As to the rest the resolutions of the west-bound agreement of January 19, 1892 and all resolutions in force, find proper application to the east-bound agreement.

- 438a. Bondable passengers, that is passengers which are sent back by the U. S. Government shall be landed only eastbound. Eastbound passengers which are refused by authorities in Europe can on the return transportation be landed westbound.
- b. In the same manner passengers are treated who are transported eastbound on the demand of a government without charge or on payment of cost of board.

- 439. As long as the British lines fix their eastbound passage prices from the common points New York, Boston, Baltimore, Philadelphia, the parties are permitted to grant the same privileges eastbound.
- 440. The relation between eastbound cash rates and this-side prepaid rates is fixed according to Art. 23.
- 441a. No reduction is granted on steerage roundtrip tickets east and westbound. The price of a roundtrip ticket is determined by the addition of the east and westbound price.

8249 b. No

- b. No reduction whatsoever may be allowed on tickets which call for cabin-eastbound and steerage-westbound, or vice versa; nor shall such roundtrip combinations be published.
- 442. The expenses of the Secretariat are divided according to the means resulting from the percentage assignment of the different parties in the westbound steerage and eastbound steerage pool.
- 443. The parties obligate themselves to allow no communications concerning agreements or resolutions of the parties to get to the Press or to non-concerned third-parties, without general consent.

- 444. The resolutions of the Continental Conference in New York are not binding on the parties in case they are contrary to the agreement.
- 445. All resolutions taken and yet to be taken are considered a part of the agreement, even when they are not signed by members of the Praesidium but by other members of the parties who are authorized to sign.
- 446. All resolutions wihch have been signed in meetings in accordance with Art. 39 and Resolution

448 by representatives of the parties authorized to sign, or by persons who have been reported to the Secretary by telegram or in writing as having authority, obtain validity through such signature, and are considered as resolutions in the sense of Resolution 445. Resolutions concerning subjects which are not on the day's program or not according to Art. 39, must be adopted unanimously and only become valid if no remonstrance has been made up to the third day (inclusive) after communication of the Protocol to the Secretary in Jena. Resolutions which have in this manner become valid are also regarded as in the sense of Resolution 445. Resolutions concerning prices are valid under all circumstances. Resolutions concerning cabin business are only regarded as coming under the agreement, when this is specifically expressed.

8252

447. The sequence for the Secretariat begins January 1 with the Packet-line and for the Praesidium for the Red Star line.

448. A conference takes place regularly in Cologne on the first Wednesday in April, on the last Wednesday in September, and on the second Wednesday in December.

8253

449. For Scandinavian or Finnish steerage passengers which the North German Lloyd or the Hamburg-America line transport eastbound under observance of Article 2 of the agreement with the British lines of June 7, 1898, the difference between the continental and the Scandinavian eastbound fare of the respective steamer, as well as the amount of cost of transportation from Bremen-Hamburg to Scandinavia or Finland, inclusive of possible costs of detention, is born in common by the parties, that is to say in proportion to their eastbound-allotments. Each party

has the right to withdraw from this agreement after a prior fourteen day's notice.

- 450. Cabin agreements are not subject to the control of the Secretary further than is determined by Resolutions 423 and 424.
- 451. Free passage between New York, Boston, Philadelphia, may not be given to cabin passengers. Transat joins in this resolution.
- 452. Agents who are active for more than one North Atlantic line are to be regarded as bureaux-oftravel.
  - 453. The through-booking of first and second-class passengers to European inland points, excepting Paris and London, is forbidden. This resolution is subject to a three month's notice of cancellation.
  - 454. The compensation to agents for exchange and handling of American prepaids and return tickets is fixed at 3 marks for first class and two marks for second-class. This is understood per ticket, without regard to the number of persons on the same. There shall be no further compensation by the companies for postage and telegrams.
- 8256 455. During the continuance of a cabin-agreement printed matter referring to the cabin-business is to be sent to the Secretary in the same manner, as provided for the steerage in Art. 24.
  - 456. If the arbitrator is called in on account of variation from agreed-upon cabin-rates, the same shall be governed by the consideration, that in unin-entional errors the payment of the full rate for passage calculated according to the agreement to the other parties in equal parts shall be considered as a sufficient making good. The proper instances more-

over, cabin-passengers who have been accepted under the rates agreed upon, are also to be accounted for in the pool. Aside from this violations of the fixed prices are not remedied by counting the said passengers in the steerage-pool, be it through functioning of Resolution 423 or through voluntary offer of the party concerned.

457. Changing Art. 36 there is temporarily appointed as arbitrator until December 31, 1904, the Oberland-esgericht, president Hansen in Hamburg.

458. The Hamburg-America line may in the months March to August (both months inclusive) send two expeditions monthly, during the rest of the year one expedition to Canadian ports, and needs to compensate for the passengers thus transported only at 70 marks, provided the price paid by those passengers does not exceed 120 marks.

This resolution is subject to a four weeks notice of cancellation and terminates without further also as soon as an agreement with the Canadian Pacific Railway enters with force.

459. Agreement G made with the Companie Gen. Transatlantique remains in force until further notice.

460. For pool districts exceptional rates may not be made, neither in Europe nor in America, without prior consent of all parties. Excepted is Roumania, from whence, until further notice, each party is justified to transport passengers up to 20 marks below its regular passage-price.

461. The resolutions of Art. 12 of the agreement and of the Commentary to Art. 12 by which passengers from certain countries are regarded as not coming under this agreement (exempted), are discountries.

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AGR. G.

pended for the time that the Cie. Gen. Transatlantique belongs to the pool retroactively from Jany. 1, 1904. The hitherto percentage allotments of the parties in the westbound pool are changed in the manner that the exempted passengers transported in the three years 1900-2 by the Hamburg-America line, the North German Llyod and the Red Star Line are recalculated with contract-passengers in the ratio of 2:1, those transported by the Holland-American Line in the ratio of 1.5:1. The difference resulting from the unequal recalculation in favor of the Holland America line is borne by the North German Lloyd. The number of contract passengers thus resulting for each party is combined with its number of contract-passengers which results from its agreemen\*share for the years 1900-2, and the ratio in which the numbers thus ascertained for each individual party stand to their total, represents the new allotments of each party. The same are as follows: (R. 1769)

Hamburg-America line	30.88%
Holland-America line	10.61%
North German Lloyd	42.96%
Red Star line	15.55%

Italians and Orientals (Greeks, Turks, Asiatics and Africans) who are transported by direct steamers of the lines in the agreement from Mediterranean ports are, as before, considered as not coming under the agreement and remain excluded from calculation in the pool.

462. With the say on which the present agreement with the Cie Gen. Transatlantique expires, all regulations in the original agreement, as well as in the suspended resolutions 258/396 concerning exempted passengers, as well as the allotments assigned in resolution 401 as to contract passengers, are at once again in force.

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463. Calculation of the compensation resulting from the agreement with the Cie. Gen. Transatlantique is based on the shares allotted in resolution 461, made retroactive to 1903.

AGREEMENT J. 464. A contract has been made with the Canadian Pacific Railway in accordance with agreement J. by which the same is entitled to 5.429% of the west-bound steerage-transportation of the four pool-parties from Northern ports. From the compensation payments resulting from the agreement there are due to

Hamburg-America Line	27.27%
Holland America Line	9.37%
North German Lloyd	37.93%
Red Star Line	13.73%
Cie. Gen. Transatlantique	11.70%

465. Resolution 458 is ended through the agreement with the Canadian Pacific Railway. However, for the passengers booked in advance by the Hamburg-America line for Canadian ports, which number it states to be about three thousand, the compensation of 70 marks still applies, inasmuch as the fare paid by these passengers does not exceed 120 marks.

466. The compensation for passengers of the second group fixed in Art. 5 of the agreement with Transat at 90 marks, is for the time during which the N. D. L. V. lines have among themselves the compensation of 75 marks, also reduced to 75 marks.

467. The number of Italians and Orientals transported in the years 1900, 1901 and 1902 by the N. D. L. V. lines is transferred to Transat and the latter in return therefore gives up a corresponding number of passengers of the second group transported by it in the years named, by counting four passengers of the first group for three passengers of the second

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### Petitioner's Exhibit 759

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group. The Secretary will revise the respective numbers and thereby ascertain the new shares for Transat in each of the two groups which will then from the first of January, 1904, on, take the place of the former shares of Transat. [The changed fares thus figured of the Cie. Gen. Transatlantique amount to, according to Resolution 1793

10.289% for the first group (Italians & Orientals) 3.842% for the second group (other passengers) Its total share is therefore 14.131%.]

- AGREEMENT K. 468. The continental lines resume the Scandinavian westbound business again according to the resolutions of agreement K, for the purpose of competition against the Cunard line. These Scandinavian passengers transported under this agreement figure for the pool parties, as well as for the Cie. Gen. Transatlantique and the British lines, as not coming under the agreement (exempted). The intention of Resolution 399b has no application to Agreement K.
- AGREEMENT L. 469. Between the N. D. L. V. lines and Transat and the American line a contract has been made for eastbound steerage business by agreement 4.
  - 470. Resolution 416 and 419 are cancelled for Swiss passengers and for Swiss agents (Swiss in both cases is understood in the sense of the Commentary to Art. 12.)
  - 471. There is granted to the Cie. Gen. Transatlantique for the current year for passengers which it accepts from the Alliance Israelite at 115 francs net per adult, a bonus of 10 marks per adult. This bonus is decreased by the amount which the Cie Gen. Transatlantique may possibly receive above 115 francs net, so that at a price of 127.50 francs it falls away altogether.

- 472. The rates for Hungarian and Croatian passengers as well as for Dalmatians, Istrians and Krainians are lowered to 120 marks for express steamers and 100 marks for other steamers; prepaids correspondingly. For such passengers up to 25 marks may be paid as commission.
- 473. In Leipzig there shall be appointed under common consent of all parties a commonly appointed official as station-representative of the companies, for the handling of the immigrants. The necessary arrangements with the authorities of Saxony are left to be made by the Lloyd.

8270

- 474. Passengers passing Leipzig who have been engaged by the Anglo-Continental Travelling Bureau for British lines shall be announced by the station-representative there placed to the Holland-America line and this line will in return send a list of such passengers to the British lines and to the Secretary.
- 475. For the contribution of the Holland-America line and the Red Star line to the expenses of the controlled-stations, there shall be taken into account on the one hand interests on the invested capital, charges, repairs and other expenses, on the other hand the receipts. The extent of the interests and of the charges are reserved for further agreement.

- 476. The parties, each for itself, are to write their agents that they are to refrain from all actions which could advance the transportation of passengers for the Cunard line.
- 477. The Hamburg-America line and the North German Lloyd will take pains to arrange that the passengers for the Holland-America line and the Red

### Petitioner's Exhibit 759

Star line may pass without restraint the Silesian and Saxon boundary.

Cologne, March 31, 1904.

HAMBURG-AMERICA LINE
Signed Ad. Storm.
HOLLAND-AMERICA LINE
Signed Vanden Toorn.
NORTH GERMAN LLOYD
Signed Wiegand
RED STAR LINE
Signed Ed. Strasser.

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APPENDIX I.

### BOND

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as well as towards the Secretary of the North Atlantic Steamer lines Alliance to recognize as authoritative for itself, in each and every way the resolutions of the agreement reached in Hamburg January 19, 1892 as well as of Protocol I. of February 19, 1892 and the changes agreed upon, and pledges itself to obey these in each and every way, although it has been subsequently agreed between the parties of this agreement that the guarantee (Kaution) provided for in Art. 25 of the agreement shall not be deposited, but

that this certificate of obligation shall take the place of the guarantee. The undersigned company subjects itself, in each and every way as far as the agreement closed in Hamburg on January 19, 1892 with the changes agreed upon comes into question, to the German laws and subjects itself to the jurisdiction of the Cologne courts, in case contrary to expectation for any reason whatsoever legal steps should become necessary against the undersigned company apart from all of the other companies, or of one of the other companies, or apart from the Secretary, in such a way, that every legal complaint which should become necessary against the company on account of this agreement or on account of a deision of the Secretariat or of the Praesidium, or of the Arbitrator, is in the first instance to be brought before the Landgericht at Cologne.

8276

The company declares that it will recognize at all times a decision rendered against it by the Landgericht at Cologne, or by a Oberlandgericht superior to that court respt. the Reichsgericht, as a valid decision rendered against it by a court of competent jurisdiction and pledges itself that it will recognize as valid the direct execution of such a verdict against itself. The company however, pledges itself above all things never to allow it to come to a legal procedure, but pledges itself expressly to meet at once without opposition all payments of equalisation-moneys or of penalties which are imposed upon it.

8277

### Petitioner's Exhibit 760.

### AGREEMENT J.

MEMORANDUM OF AGREEMENT made this ninth day of March, 1904 between the Candian Pacific Railway Company, hereinafter called "the Company" of the First Part; and the Hamburg-Amerika Linie, Norddeutscher Lloyd, Holland-Amerika Line and Red Star Line, hereinafter called "the Continental Lines" of the Second Part. WITNESSETH as follows:

 This agreement is made in consideration of the mutual promises and agreements herein contained and is binding upon the successors and assigns of the parties hereto respectively and they respectively covenant and agree to perform the terms thereof.

2. It is the essence of this contract and is distinctly understood that the Company will not carry passengers of Continental nationality other than Scandinavian or Finnish by its own steamers or by any steamers in which it is interested sailing from ports in Great Britain or Ireland to ports in Canada or the United States. The Company undertakes to exercise all possible care to prevent any contravention of this clause and should the Continental Lines at any time require it the Company agrees to afford to the Secretary of the Continental Lines facilities for satisfying himself that there has been no contravention of this clause. If in spite of measures adopted by the Canadian Pacific Railway for the above purpose any agents should succeed in shipping passengers of Continental nationality under false declaration by the Canadian Pacific Railway Company's Steamers from British ports, such passengers so shipped shall be advised to the other Lines parties to this agreement and be included in the share due to the Canadian Pacific Railway Company as per Clause 5.

8280

- 3. The Company being about to establish a steamship service from Antwerp to Canadian Ports agrees to place its passenger business from the Continent of Europe (Scandinavia and Finland excepted) exclusively in the hands of the Continental Lines.
- 4. The Company agrees to establish and maintain during the continuance of this Agreement, a steamship service from Antwerp to Canadian Ports providing for not less than twenty-four sailings per annum.
- 5. The Continental Lines agree to deliver to the Company's Steamships at Antwerp in each year during the continuance of this Agreement not less than 5,429 per cent of the total emigrant business secured for carriage by the Continental Lines, it being understood that the emigrants so delivered to the Company will include a fair average of adults.

All prepaid passengers booked and shipped as per Clause Six of this Agreement will be counted in the percentage hereby guaranteed to the Company.

- 6. The Company, through its offices and agencies in Canada and the United States, shall be at liberty, to continue booking prepaid passengers for forwarding from the Continent; and the Continental Lines shall forward such prepaid passengers by the Company's steamers only. The Company undertakes that the rate charged to prepaid passengers so booked as aforesaid shall not be less than the equivalent of the lowest rate for the time being charged by any one of the Continental Lines for cash passengers, and that the Company will not pay larger commissions on such prepaid passengers than are being paid by the Continental Lines in Canada and the United States.
- 7. Except as provided in Clause Six the Company agrees that it will secure Continental passengers exclusively through the agencies of the Continental Lines

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and not by any other means and that it will carry Continental passengers by its steamers from Antwerp only and not from Liverpool or any other port.

8. The Continental Lines undertake that, as far as possible, the passengers shipped by the Company's steamers shall be passengers destined for Canada and should there be offering an insufficient number of passengers for Canada, to equal the percentage mentioned in Clause Five they will make up the requisite number by passengers destined to United States points West of Detroit and Sault Ste. Marie.

8285

9. The Continental Lines guarantee to the Company that it will receive not less than Five Pounds net for each adult passenger. Two Pounds Ten Shillings net for each child between the age of one and twelve years and Ten Shillings net for each child under the age of one year, so long as the rates received by the Continental Lines do not fall below 120 Marks gross. Should unforeseen circumstances render necessary a reduction of rates below 120 Marks a corresponding reduction shall be made in the net rate hereby guaranteed to the Company, such corresponding reduction to be determined by mutual agreement between the parties.

- 10. If at the end of any twelve calendar months it is found that the number of passengers shipped by the Company's steamers during such year is less, than the number guaranteed under Clause Five of this Agreement, the Continental Lines shall pay to the Company within sixty days Five Pounds for each adult passenger short of the guaranteed number and a relative amount based upon the figures in Clause Nine for children.
- 11. The Red Star Line in Antwerp acting for the Continental Lines parties to this Agreement will at-

tend to all passenger business of the Company and will perform all services in connection with the inspection, boarding and shipment of passengers which it performs for the Red Star Line steamers, receiving for such services the sum of Five Shillings per adult for each passenger embarked, whether cash or prepaid. The said sum of Five Shillings shall for each prepaid passenger be invariably paid by the Company but shall for each cash passenger be paid by the Company only, when the gross amount paid by the passenger for a steamship ticket amounts to less than 120 Marks. Agents commission may be deducted from the gross fare Provided Always that the Company shall not receive less than Five Pounds net per adult so long as the amount paid by the passenger for the steamship ticket amounts to 120 Marks or over.

8288

12. In order that the Company shall be advised of the progress of the business the Continental Lines shall furnish the Company's London Representatives monthly with statistics showing the total number of Continental passengers shipped by the Continental Lines and the number carried by the Company.

13. The preceding clauses of this agreement relate exclusively to third class or immigrant passengers but the Company agrees that for first and second class passengers it will charge the same rates and allow the same commissions for its Antwerp service that are for the time being charged and allowed by any one of the said Continental Lines parties to this agreement, making the lowest rates from Continental Ports to United States Atlantic Ports and will not pay higher commissions than are paid by said Line.

14. While it is understood that no part of this Agreement shall be considered to have any reference to Eastbound traffic, it is understood that the Ca-

nadian Pacific Railway Company will take no action of an aggressive nature towards the other Lines parties to this agreement in this connection.

15. It being to the mutual advantage of the parties hereto that all Continental passengers should, as far as possible, be carried by the united services of the parties to this agreement, the Continental Lines and the Company agree to use their best efforts to prevent the diversion of Continental passengers to other Lines and they will respectively observe this obligation, in making agreements concerning other business with Lines endeavoring to divert Continental passengers from the Lines owned by the respective parties to this Agreement.

16. This Agreement shall remain in force up to and until the thirty-first day of December, 1907 and shall continue thereafter from year to year Provided However, that either party may terminate the same on any subsequent thirty-first of December after the thirty-first day of December, 1907, by giving to the other twelve months' notice in writing of their intention so to do and on the day named in such notice for the termination of this agreement and all the rights of either party thereunder shall cease and determine.

8292

17. Any dispute arising under this Agreement shall be referred to arbitration in London. Each party to appoint an Arbitrator, and the two Arbitrators to appoint an Umpire and the decision of the Arbitrators or Umpire as the case may be shall be final.

In Witness Whereof the parties have hereunto affixed their respective corporate seals under the head of their proper officers the day and year first above written.

Signatures.

# Petitioner's Exhibit 760

8293

The Cie. Gén. Transatlantique has agreed to join the four above named Continental Lines in this Agreement as a fifth Line, and the share of the different Lines in the compensation to be for the

Hamburg-American Line	27,27%
Holland-Amerika Line	9,37 "
Norddeutscher Lloyd	37,93 "
Red Star Line	13.73 "
Cie. Gén. Transatlantique	11,70 "

## Petitioner's Exhibit 761.

#### AGREEMENT K.

#### SCANDINAVIAN SERVICE.

The Continental Lines will establish a direct service from Scandinavian ports to U. S. ports. For the present a monthly service will be arranged, the German Lines providing the necessary tonnage.

The rate for steerage passengers westbound shall be Kr. 70 per adult, less the regular commission.

The Continental Lines shall arrange to take passengers from Scandinavia (Finland included) via the Continental Pool ports at a gross rate of Kr. 60 per adult from Scandinavia.

For the regulation of Pool shares all these passengers shall be considered as Exempted north.

The actual cash loss for the round trip on the direct service shall be borne by the 5 Poollines in proportion to their fixed percentages westbound including Red Star  $C_3$ ).

This arrangement only refers to westbound business. London February 26th, 1904.

> sign. Wiegand sign. Reuchlin

sign. Ed. Strasser subject to 4 weeks notice1).

sign. Ad. Storm.

Accepté avec la condition que la participation dans les dépenses sera pour la C<sup>1</sup> G<sup>1</sup> T<sup>que</sup> de 11% au lien de 13.25%<sub>2</sub>).

sign. Ch. Tattet.

 The reserve of 4 weeks notice has been withdrawn by Mr. Strasser verbally at the Meeting at Cologne March 31st.

2) Transat has agreed by letter of March 14th that its participation quote shall be 12,06% instead of 11%.

3) Star claimed that its participation for Red Star Line C should be fixed, in the same way as for Transat, in proportion of the difference in the compensation rate. This claim has been dropped for that number of C passengers which Star has actually carried (Star Tel. 29/2 04).

## Petitioner's Exhibit 762.

## AGREEMENT E.

AGREEMENT ON FIRST SALOON BUSINESS.

Between the Allan Line-Allan-State Line-American Line—Anchor Line—Atlantic Transport Line—Cie. Générale Transatlantique-Cunard Line-Dominion Line-Hamburg-Amerika Line-Holland-Amerika Line-Leyland Line-Norddeutscher Lloyd Line-Red Star Line-White Star Line.

Minimum Ocean Rates for First Saloon Passen-

	gers, Eastbound and Westbound:	rst	Sa	100	n ras	sei	1-
8303	gers, Eastbound and Westbound.	Win	te	r.	Sum	me	r.
0500	ALLAN LINE.						
	Ionian, Tunisian, Bavarian	£12	0	0	£15	o	0
	Other steamers				14	0	0
	if carrying cattle ALLAN-STATE LINE.	10	0	0	13	0	0
	All Steamers	9	0	o	9	0	0
	AMERICAN LINE.						
	St. Louis, St. Paul, Philadelphia,						
	and New York	15	0	0	18	0	0
	ANCHOR LINE.						
	Columbia	12	0	0	12	0	0
	City of Rome	12	0	0	12	0	0
0804	Furnessia, Astoria, etc		0	0	10	0	0
8304	ATLANTIC TRANSPORT LINE.						
	Minneapolis, Minnehaha	12	0	0	15	0	0
	Other Steamers carrying cattle .	10			13	0	0
	" " NOT " "			0	14	0	0
	CUNARD LINE.						
	Campania, Lucania		0	0	19	0	0
	Umbria, Etruria, Saxonia, Iver-						
	nia					0	
	Aurania	12	0	0	15	0	0
	DOMINION LINE.						
	Commonwealth, New England,	,					
	Canada		C	0	16	0	0

Petitioner's Exhibit	762		8305
Dominion, Vancouver, and other			
steamers	11 0 0	14 0 0	
Dominion, Vancouver, and other		14 0 0	
steamers, if carrying cattle	10 0 0	13 0 0	
LEYLAND LINE.			
All Steamers carrying cattle	10 0 0	13 0 0	
" NOT " "	11 0 0	14 0 0	
WHITE STAR LINE.			
Oceanic	17 0 0	20 0 0	
Teutonic, Majestic	15 0 0	18 0 0	
Celtic	13 0 0	16 0 0	
Cymric, Germanic	12 0 0	15 0 0	
CIE. GÉNÉRALE TRANSATLANTIQUE			8306
Lorraine, Savoie	15 0 0	18 0 0	
Touraine, Aquitaine	14 0 0	17 0 0	
Other boats	12 0 0	15 0 0	
HAMBURG PACKET Co.			
Deutschland	18 o o	21 0 0	
Auguste Victoria, Columbia,			
Furst Bismarck	15 0 0	18 0 0	
"P" Boats	12 0 0	15 0 0	
Moltke and Blücher	13 0 0	16 0 0	
HOLLAND AMERICAN LINE.			
All Steamers	12 0 0	15 0 0	
NORTH GERMAN LLOYD.			
Kronprinz Wilhelm, Kaiser Wil-			8307
helm der Grosse	18 0 0	21 0 0	
Kaiserin Maria Theresia	15 0 0	18 0 0	
Lahn, and other single screw fast			
boats	13 0 0	16 0 0	
Barbarossa, Bremen etc	13 0 0	16 0 0	
Other Steamers, Rhein, Neckar,			
etc	12 0 0	15 0 0	
RED STAR LINE.			
Vaderland, Zeeland, Kroonland,			
Finland and Friesland	12 0 0	15 0 0	

New steamers to be rated as they come out on a similar basis.

The Red Star Line will advance its rate for any of the following steamers by £1, viz:—"Vaderland," "Zeeland," "Kronland," or "Finland," so soon as she may in the course of the year :902 on 3 voyages have arrived at New York in time to be able to land her passengers on Monday (Saturday sailings from Antwerp).

Steamers employed in the Mediterranean Service must not quote less than the minimum Summer rates named above, from April 15th to July 15th inclusive Eastbound; with this exception the minimum winter rates will apply.

- 2. The Westbound Summer Season shall be from May to October inclusive; the Eastbound Summer Season from April to September inclusive. The Westbound Winter Season shall be from November to April inclusive; the Eastbound Winter Season from October to March inclusive.
- Servants accompanying First Saloon Passengers must pay the First Saloon Minimum Winter Rate of the respective steamer throughout the year, if they have access to the First Saloon accommodation.
- 4. The minimum rates stipulated in Clause 1 are understood to be gross per adult, including commissions.
  - 5. Children of 1 year and under 10 years pay half fare, children under 12 months are free.
  - 6. Through booked passengers must pay in addition to the Ocean Fare the actual official tariff rate of the Transportation Companies by which the transportation takes place.

- 7. Each Line is at liberty to fix its Minimum Westbound Cash or Prepaid or Eastbound Rate independently of each other higher than provided for in this Agreement.
- 8. On round-trip tickets a reduction of 10% can be made on the combined fares out and home. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their homeward tickets.
- 9. All rates and commissions shall be converted into the different currencies at the following rates of exchange: 1 s. = 1 mark = 1.25 fr. = \$0.25 = 0.60 Dutch guilder.

10. No free passes or reductions shall be given to press representatives, shippers, or brokers, or to any one, with the object of obtaining other passengers or business of any kind or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passes or reductions to Government officials, Scheduled General Agents or to other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when acompanying such live stock, and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge.

11. Bicycles shall be charged 10/- each; they must be crated. Dogs to be charged not less than 40/-each.

8312

## Petitioner's Exhibit 762

12. The commissions to agents on First Cabin business shall be as follows:

For tickets issued in America: Not more than 5% of the passage money with a minimum of \$4 per adult for a single passage and \$8 for a round-trip passage except in the case of scheduled General Agents, who are non-salaried, to whom an extra commission of 2½% of the gross amount of the passage money may be paid.

For tickets issued in Europe:—In Great Britain and Scandinavia not more than 5% of the passage money, except 7½% to agents in London. (See

clause 13.)

On the Continent not more than  $7\frac{1}{2}\%$  of the passage money to General Agents or to agents in Paris (see clause 13), and not more than 5% to tourists offices, bankers, and agents doing only Cabin business. Such agents in the Cabin and Steerage business who have their own sub-agents organisation are considered as General Agents. It is agreed that such General Agents cannot pay to their sub-agents more than 5% commission. Tourists Offices shall under no circumstances and in no country receive more than 5% commission.

13. Each Line shall not have more than two offices in London (Westend and City) for First Saloon business, and two in Paris, for its own account or conducted by an agent or by agents receiving 7½% commission (clause 12), and one office for its own account in any other place, which offices or agents are at liberty to pay to sub-agents or brokers a commission not exceeding 5% of the passage money. The above restriction for Paris does not refer to the Cie Transatlantique.

- 14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refusal or allowance shall be made for them.
- 15. Any Line is at liberty to retire from this Agreement or any part of it (Mediterranean or North Atlantic) on giving fourteen days' notice.
- 16. This Agreement shall take effect March 31st and circulars and tariffs shall be issued and mailed not later than March 29th, 1902.
- 17. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien Verband.

- 18. Steamers carrying only Second Cabin Passengers, as distinguished from Saloon, must appear in all advertisements, circulars or other printed matter, issued by the Line, as carrying Second Cabin Passengers only, without any reference to such passengers enjoying so-called Saloon Privileges.
- 19. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:

- (a) Arbitration proceedings in Europe shall take place at London.
- (b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office

in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the 8321 intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may, if so required by the party or parties who appointed him, proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.
  - (c) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
    - (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

- (g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent, for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award. 8324

8328

#### Petitioner's Exhibit 762

- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, whenever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

Signed on behalf of

ALLAN-LINE

and

ALLAN-STATE-LINE,

Allan Brothers & Co. L'pool & Ldn. Lt.

sign.: p. John Ennis.

AMERICAN LINE,

sign.: Richardson Spence & Co.

ANCHOR LINE.

Anchor Line (Henderson Brothers)

Limited,

sign.: Richard Henderson,

Managing Director.

ATLANTIC TRANSPORT LINE,

The Atlantic Transport Co., Ltd.,

sign.: Charles F. Torrey,

Director.

CUNARD LINE,

sign.: A. P. Moorhouse,

General Manager.

DOMINION LINE,

Richard Mills & Co.,

sign.: p. S. E. Cruse.

LEYLAND LINE.

for Fredk. Leyland & Co. (1900) Ltd.

sign.: M. Martin,

Managing Director.

WHITE STAR LINE,

sign.: Ismay, Imrie & Co.,

Managers.

CIE GLE TRANSLANTIQUE,

Pour la Cie Gle Translantique,

sign.: Ch. Tattet.

HAMBURG-AMERICA LINE.

Hamburg-Amerikanische Packetfahrt-

Actiengesellschaft,

sign.: Ballin. sign.: pp. Ad. Storm.

HOLLAND-AMERICA LINE.

Holland-Amerika Lijn.

sign.: Reuchlin. sign.: Vanden Toorn.

NORDDEUTSCHER LLOYD,

Norddeutscher Lloyd,

Abtheilung Passage,

sign.: v. Helmolt.

RED STAR LINE,

p. pon. von der Becke & Marsily,

sign.: Ed. Strasser.

# Defendants' Exhibit 763.

Liverpool, 5th September, 1902.

Agreement F.

# AGREEMENT ON SECOND CABIN BUSINESS.

Between the Allan Line, Allan-State Line, American Line, Anchor Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-Amerika Line, Norddeutscher Lloyd Line, Red Star Line, White Star Line, Cie. Générale Transalantique.

8333

1. Minimum Ocean Rates for Second Cabin Passengers, Eastbound and Westbound:

	American Line (Iven Tolk Berinse).		Westbound			Eastbound			
	St. Louis, St. Paul, Philadelphia, and New York from Cherbourg	£ 9	0	0	£ 9	*	0		
	American Line (Philadelphia Service).  All Steamers	8	0	0	8	0	0		
	Oceanic	-	10 0			010			
	Cunard Line. Campania, Lucania	9	10	0	-	10			
8384	Umbria, Etruria, Saxonia, Ivernia  Aurania	7	10			10			
	Dominion Line  Commonwealth, New England, Canada  Dominion, Vancouver, and other Steamers	8	10			10			
	Allan Line.  Ionian, Tunisian, Bavarian  Other Steamers		0	_		0			
	All Steamers		0	o	7	0	0		

# Petitioner's Exhibit 763

8835

Anchor Line.							
Columbia	8	0	0	8	0	0	
Furnessia		10	0	_	10	0	
Other Steamers (except City of Rome)		0	0	7		0	
North German Lloyd.	,		0	/	0	O	
Kronprinz Wilhelm, Kaiser Wilhelm der Grosse,							
Kaiser Wilhelm II	11	10	0	10	10	0	
Kaiserin Maria Theresia	11	0	0	10		0	
Kaiserin Maria Theresia (Mediterranean)		0	0		*	0	
Single screw fast steamers (Mediterranean)			0		*		
Slow steamers (Mediterranean)	10	0	0		*		
Barbarossa class	10	10	0	Q	6	0	
Rhein, Main, Neckar type steamers	10	0		-	18	0	8336
Frankfurt, Gera type Steamers	10	0			10		
Hamburg-Amerika Line.							
Deutschland	ΙI	10	0	10	10	0	
Other fast steamers		0	0	10	0	0	
Other fast steamers (Mediterranean)	11	0	0		*		
Moltke, Blücher	10	10	0	Q	6	0	
Other steamers	10	0	0		18	0	
Other steamers (Mediterranean)	10	0	0		*	-	
Red Star Line.							
Vaderland class	10	0	0	8	10	0	
Friesland	9	10	0	8	10	0	
Cie. Générale Translantique.							
Twin Screw Steamers	11	0	O	10	0	0	8337
Other Steamers	10	0	0	8	10	0	
Holland American Line.							
All Steamers	9	10	0	8	10	0	

\*Where Eastbound are blanked and marked \* no Eastbound Second Class Passengers are carried.

All New Steamers as they come out to be rated on a similar basis.

The above are minimum Ocean rates except that the present practice is continued of providing passengers by U. S. Lines with third-class Rail tickets between London and Liverpool for 10s. additional, The Glasgow Lines to provide similar transportation between London and Glasgow for 25s. additional, and the Canadian Lines, when sailing to Canadian ports, are allowed to include the Rail ticket to and from London in the Ocean fare.

All British Lines to advertise and charge 20s. more than the respective British Line rates from and to all Continental ports, and the said British Lines' rates to be the nett rates off East Coast port for Scandinavian and Finnish passengers. No lower local rate than 20s. between the Continent and Great Britain is to be charged or advertised not even in 3rd Class tariff and advertisements.

The rates named include free transportation between New York, Philadelphia and Boston.

All Contracts are to be tabled.

- 2. When any Service has two rates, the tickets both prepaid and cash, issued at the lower rates shall plainly state they are available only for the named steamers to which the lower rate applies, and the Companies undertake that they will not carry the holders of lower rated tickets by the higher rated steamers unless they have been paid difference in rate.
- The minimum rates named above are understood to be gross per adult including commission.
- 4. Children of 1 year and under 12 years to be charged half fare. Children under 12 months are free.
- 5. Each Line is at liberty to fix its minimum westbound cash or prepaid or eastbound rates independently of each other, higher than provided for in this Agreement.

8339

- 6. The price of a round-trip ticket is the combined West and Eastbound fare. On round-trip tickets a reduction of 5% can be made on the combined West and Eastbound fare. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their tickets for the return passage.
- 7. All rates and commissions shall be converted into different currencies at the following rates of exchange: 1s = 1.25 fr. = 1 mark = \$0.25 = 0.60 Dutch guilder.
- 8. The Norddeutscher Lloyd and the Hamburg-Amerika Line have the right to quote to or from Southampton and Plymouth for their Express steamers the same second class rate as the Amerika Line for their fast steamers to or from Southampton, except that for the four steamers "Kaiser Wilhelm der Grosse," "Kaiser Wilhelm II," "Kronprinz Wilhelm," and "Deutschland," they shall charge 30s. more, and for all other except their Express steamers they may quote 10s. less (so far as British law permits).
- 9. No free passages or reductions shall be given to press representatives or in recognition of advertisements, or to shippers, or brokers, or to anyone with the object of obtaining other passengers or business of any kind, the intention being that except that the principals of the different firms or lines are at liberty to grant free passages to Government officials or other individuals on purely personal grounds, no free passages or reductions whatever shall be given.
- 10. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien Verband.
- 11. Steamers carrying only Second Cabin Passengers, as distinguished from Saloon, must appear in all

advertisements, circulars or other printed matter issued by the Line as carrying Second Cabin Passengers only, without any reference to such passengers enjoying so-called Saloon Privileges.

- Bicycles to be charged 10s.; they must be crated.
   Dogs to be charged 40s.
- 13. Commissions to agents on second cabin business shall be as follows:

For tickets issued in America: 5% with a minimum of \$3 per adult for a single passage, and \$5 per adult for round-trip passage. An extra commission of \$1 for single passage, and \$2 for round-trip passage may be allowed to scheduled General Agents at the recognized general passenger agency points.

For tickets issued in Europe: In Great Britain the commission to any agent to be 5% with the minimum of 9s. per adult for a single passage, and 18s. per adult for round-trip ticket. On the Continent not more than 15s. for a single passage and 3os. for round-trip ticket.

The General Agents of the Continental Lines at London and their ports of call are considered as Company's own officers.

Tourist Offices shall under no circumstances receive more than 5% commission with the minimum of 9s. for a single passage, and 18s. per adult for round-trip ticket in Great Britain; on the European Continent not more than 10s. for a single passage, or 20s. per adult for round trip ticket, and in the United States 5% with a minimum of \$3 per adult for a single passage and \$5 per adult for roundtrip ticket.

- 14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.
- 15. Any Line is at liberty to retire from this agreement on giving 14 days' notice.

8345

- 16. This Agreement shall take effect, and circulars and tariffs shall be mailed not later than September 20th, 1902.\*
- 17. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:
- (a) Arbitration proceedings in Europe shall take place at London.
- (b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be be deemed to have been delivered in the ordinary course of post.
- (c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
- (d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has

\*) Nachtraglich ist der 1. October angenommen.

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been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- (e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- 8351 (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties 'accordingly.
  - (a) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.
- (h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notifica-8352 tion of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them

by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

- (i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.
- (j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.
- (k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

Signed on behalf of

ALLAN LINE

AND

ALLAN-STATE LINE

Allan Brothers & Co. L'pool Ldn Lt.

p. John Ennis.

AMERICAN LINE-

Richardson Spence & Co.

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#### Petitioner's Exhibit 763

## ANCHOR LINE-

Anchor Line (Henderson Brothers)

Limited

Richard Henderson.

#### CUNARD LINE-

A. P. Moorhouse.

#### DOMINION LINE-

Richard Mills & Co.

## WHITE STAR LINE-

Ismay Imrie & Co.

# CIE GENERALE TRANSATLANTIQUE—

Pour la Cie Gle Transatlantique

8357

Le President Le Directeur Général E. Pereire.

# HAMBURG-AMERICA LINE-

Hamburg-Amerika Linie

Ad. Storm.

## HOLLAND-AMERICA LINE-

Holland-America Line

Vanden Toorn.

#### NORDDEUTSCHER-LLOYD-

Norddeutscher Lloyd

v. Helmolt.

#### RED STAR LINE-

Ed. Strasser.

AGREEMENT H (REVISED)

on

# INTERCHANGEABLE FIRST AND SECOND CLASS RETURN TICKETS.

1. It is agreed from September 15th 1903 until further notice to make return tickets both First and Second Class, issued by the following Lines, interchangeable, the holder having the option of returning by any of the named Lines:

Norddeutscher Lloyd, Hamburg America Linie, Holland America Lijn, Red Star Line, White Star Line, American Line, Atlantic Transport Line, Dominion Line, Leyland Line, Compagnie Générale Transatlantique.

- 2. The allowance on First Class return tickets to be 10% on the return portion of the fare only\*), and Second Class 5% on the combined west and eastbound fare.
- 3. Under "cheque value" is understood the net amount (rate less rebate for return ticket) paid by the passenger, and under "tariff rate" the rate of the accommodation to which the ticket entitles the holder of it.

4. To prevent misuse of return tickets, lost, stolen or cancelled, it is agreed that a memorandum be sent the same day by any line accepting an other Line's return ticket, advising that (the issuing) Line they have done so with name of passenger, number of return ticket and class.

8360

<sup>\*)</sup> It. Schreiben des Secretärs der N. A. P. C. vom 14. März 1904 stimmen die Britischen Linien zu, dass 10% auf "the combined fares out and home,, gegeben werden können.

## Petitioner's Exhibit 764

- 5. Return tickets to be retained by carrying Line until passenger has gone forward, accounts to be rendered after steamer sails, and the issuing Line to pay the carrying Line the cheque value of the ticket within fourteen days in the currency of the country of the issuing Line.
- 6. In settlements as in bookings \$1.co = 4 Marks. = 4 Shillings, = 5 Francs, = 2.40 Dutch Guilder.
- 7. Each return ticket to state on the face of it, or have attached to it, a slip, stating:
- - "A. There be room vacant on the steamer by which the passenger desires to sail.
  - "B. All the conditions in the ticket and regulations of the carrying Line shall be accepted and binding on the passenger, whether they are contained in the original return ticket which the passenger holds or not.
- "C. That the passenger pays the difference, if any, between the value of the accommodation called for and the value of the accommodation he selects in the steamer by which he travels, less 10% for 1st class and 5% for IInd class.
  - "D. In the event of the original return ticket calling for transportation on a specific steamer or date, the transfer cannot be made unless application for transfer is presented more than 14 days before such specific date, unless the passenger at the time of making application for transfer, presents the authority of the Line for which the original return ticket was issued, for the transfer being made.

- "E. In the event of the passenger selecting accommodation of a lower tariff rate than that shown on the original return ticket, the difference between the value of the accommodation called for and the value of the selected accommodation will be refunded by the carrying Line, less 15%."
- 8. All tickets issued under the agreement H. dated on and after 3rd June 1903 shall be treated in accordance with this revised agreement as soon as it is signed.

The present form of this agreement has been approved by all the parties thereto as per Circular Letter No. 1650 of September 8th 1903 and my today's telegram.

8366

Jena, Septbr. 14th 1903.

H. PETERS, Secretary N. D. L. V.

#### Petitioner's Exhibit 765.

#### AGREEMENT M.

Memo. of all parties negotiating for transportation to U. S. A. in connection with the St. Louis Exhibition to whom special terms have been offered for First Class Passage.

#### Exhibitors & their Assistants.

20% of schedule rate, but the nett fare paid not to be below agreement minimums.

Outward passage to be made before June 30th 1904, and when round trip tickets are booked the homeward order issued on this basis will not be available for passage from Newyork between the 1st May and 31st Juli. Offered through Cook's.

Iron & Steel Institute & German Ship-building Technical Society.

15% of the combined fare out and home available to members, their wives and families booking return tickets.

Applicable to all rates including minimums.
(Iron & Steel Institute offered through Cook's.)

8370 Institute of Civil Engineers & Institute of Mechanical Engineers.

The following reductions have been offered off the combined fares out and home to Members, their wives and families booking return. Applicable to all rates, including minimums, viz:

White Star Lin	ne, Newyork Service	20%	reduction
66	Boston Service	25 "	44
Dominion & I	eyland Lines	20 "	**
	, Southampton Service	25 "	**
	Newyork Service	25 "	"
	Boston Service	25 "	**

It is agreed that no change shall be made in the terms offered the parties named as set forth above, nor will any further reductions of published minimum rates be granted by any of the Lines to any passengers or parties except by mutual consent.

Journalisten.

Für von der Ausstellungs-Kommission zum Besuch der Ausstellung eingeladene Journalisten sollen ersterer von jeder der an Kajütenagreements betheiligten Linien 8 Rundreisebillets (not interchangeable) zur Verfügung gestellt werden.

8372

(Protocoll Conf. Berlin 3/5 Febr. 14.)

Die Britischen Linien können jeder Ermässigung, die die Cunard Line für Ausstellungsbesucher aus dem United Kingdom macht, die Spitze bieten, unter der Bedingung, dass jeder Fall sofort den Continentalen Linien angezeigt wird. Die Continentalen Linien sind alsdann berechtigt, das gleiche zu thun.

(Protocol Conf. Berlin 3/5 Febr. 13.)

8373

Société Belge des Ingenieurs et Industriels.

Dieser Gesellschaft können in gleicher Weise wie dem Institute of Civil Engineers and Institute of Mechanical Engineers 25% Rabatt bewilligt werden. (Schriftl. Erklärung der Parteien 24/25 März; Hapag mündlich Conf. 31 März.)

### Petitioner's Exhibit 766.

Translation.

Cable from Lloyd to Oelrichs & Co. Jan. 7th 1908.

Conference will be held with British Lines Jan. 20, London. Request also bring Winter.

## Petitioner's Exhibit 767.

8375

Translation.

(Cable from Lloyd to Oelrichs & Co.) Jan. 8, 1908.

Continental conference London. Jan 18 preceding conference with British Lines. Arrange presence.

#### Petitioner's Exhibit 768.

8377

Translation.

Bremen, February 25, 1908.

Dear Mr. Schwab:

I arranged with Mr. Winter to send him weekly the enclosed statement in regard to the pool status as well as brief advices in regard to the business, as far as it might interest him.

In the absence of Mr. Winter I should like to send this information to you.

Business westbound is unfortunately still poor; nevertheless we are continually receiving information from our agents in the principal emigration districts according to which there are enough emigrants who would like to emigrate, but who cannot decide to take the trip in view of the continued unfavorable reports in regard to the economic and earning conditions on the other side. The agents are continually inquiring of us how long this condition may last, a question, which we cannot answer. It would interest us to learn from you, whether, and to what extent, the business prospects for the future have bettered on the other side.

The intention of advancing the prices in the General Pool west and eastbound, in general, on March 1st, we (the Pool Lines) have for the present postponed, as we are negotiating since today through our pool secretary with the Russian Line, at their suggestion, which proposition may have been made to us as a result of the pressure exerted by the Russian Government. As you perhaps know, the transportation of the Russian Lines in the year 1907 amounted:

westbound 6.49% eastbound 10.54%

8378

of the business of the four pool lines and the Russian Lines. It was only a question, of allowing the Russian Lines a pro rata share of this business, which is in correct proportion to the transportation expected. The high eastbound transportation of the Russian Lines, however, obtained through cutting rates and extra commissions, gives no true picture of this. Furthermore, our negotiations with the Russian Lines may be strongly influenced by the fact that the Russian Volunteer Fleet, as also the Russian Asiatic Steamship Co. have economically operated very poorly, so that the former lost almost a million rubel in the years 1906 and 1907 and, it is claimed, the Russian Government will now withdraw the state subsidy.

8381

Accordingly, the Russian Lines find themselves in a predicament, from which they have applied to the Pool Lines, in order to negotiate with them.

I will not fail to let you know immediately the result of the negotiations. I hope that we will come to an understanding with the Russian Lines, which will not cost us too much, then lacking an agreement with these lines, the Ring, which we have begun to close in the General Pool, cannot be definitely closed and an exhaustive control of the New York eastside agents would not be possible for our eastbound business without the co-operation of the Russian Lines.

8382

With best regards, I am

Gratefully yours,

PLETTENBERG.

## Petitioner's Exhibit 769.

8383

Translation.

Per SS "Mauretania"

New York, March 5, 1908

North German Lloyd, Steerage Dept., Bremen.

We beg to acknowledge receipt of your cables of the 3rd inst.:

"Unklarer (reduce outward rate to) advertiser (\$32.) New York express. Adultery (\$26.) New York regular. Baltimore, Galveston, Longicorn (Inform A. Schumacher & Co.) Holst."

8384

and of the 4th inst:

Calospas (refer to our telegram 3rd inst.) Unkissing (outward rate) express remains advisedly (\$34.)

and have noted contents of same. We have also advised Messrs. A. Schumacher & Co., Baltimore, Md. and Alfred Holt, Galveston, Texas, of same.

We beg to remain

8385

Yours very truly, OELRICHS & CO.

# Petitioner's Exhibit 770.

Translation.

New York, March 13, 1908.

North German Lloyd, Central-Bureau, Bremen.

A press notice, which appears in the papers here, states that the New York & Continental Steamship Co. intends to despatch the steamer "Volturno" in the passenger service—first departure April 1st from here. We cannot find, however, that this steamer is being advertised for passengers but only that she is placed in the regular service of the New York & Continental Steamship Co. to Rotterdam and Hamburg for April 11th from here.

We are, gentlemen,

Yours very truly, OELRICHS & CO.

# Petitioner's Exhibit 771.

New York, March 16, 1908.

8388

8387

Baron von Plettenberg, Steerage Dept., Bremen.

Dear Mr. von Plettenberg:

I am in receipt of your favor of the 6th inst. and regret very much that an understanding with the Russian Lines has not yet been reached. I should consider such an understanding as very desirable.

I remain, with best regards,

Yours very truly, GUSTAV H SCHWAB

### Petitioner's Exhibit 772.

8389

Translation.

Bremen, March 5, 1908.

Dear Mr. Schwab:

A telegram just received here advises that the SS "Saratow" of the Russian Volunteer Fleet sailed from Libau on March 2nd with 432 passengers. If the passengers who will ship in Rotterdam be added to this, this sailing might be designated as exceptionally favorable for this time of the year, as also, according to statistical representation, the Russian Lines have transported since the beginning of the year to February 23rd, 12.36% westbound and eastbound even 13.58% of the continental business (i. e., of the 4 pool lines and both Russian lines), and this is all due to the exceptionally low prices and the permission, which was lately introduced, that the Russian emigrants may have their passports made out in Libau.

It is all the more to be regretted that no agreement has been reached with the Russian Lines, as under these circumstances the Lines of the newly organized "General Pool" will, with great difficulty, decide on a general advance in rates, in view of the competition of the Russian Lines.

With best regards, and thanking you, Respectfully,

PLETTENBERG.

8390

#### Petitioner's Exhibit 773.

Translation.

Per "Kronprinzessin Cecilie"

New York, March 16, 1908.

North German Lloyd,

Steerage Dept.,

Bremen.

We beg to acknowledge receipt of your cable of the 12th inst.

8393

"Unklarer (reduced outward rate) adulations (\$25) New York regular Baltimore longicorn (Inform A. Schumacher & Co.)"

which we immediately answered as follows:

"Camellia (Refer to your telegram 12th inst.) steerage reduction Seydlitz has triturated (1350) steerage buddhistic (we await instructions)"

and received your cable of the 14th inst:

"Lottery (in view of) many festoons (steerage passengers SS "Seydlitz" gustrenture (can we expect) further tapasen (a large number) feverish (steerage passengers) eatsbound Valescities (reply by cable immediately)"

8394

which we answered the same day as follows:

"Camelot (refer to your telegram 14th inst.) lubricabam (from the appearance of matters) expect full steerage present rates balance March snebschuit (other lines) still carrying tapasen (a large number) finechio (steerage eastbound) provivendi (it is difficult to) state rumirareis (how long) movement will continue hahevu-

nani (we suggest) advance express foolhardy (eastbound sterrage rate) across (\$2) stopped booking "Kronprinz" avowals (March 24th)."

We have stopped booking for the "Kronprinz Wilhelm" (24th inst.) as early as the 12th inst., as the steamer is fully engaged. For SS "Man" (26th inst.) we expect, as far as we can judge at the present time, a large number of steerage passengers so that it looks as if for the rest of the month our steamers are well engaged. It is difficult to say how long the increase in the number of eastbound passengers will continue. It all depends upon the resumption of the industry in this country. It is, however, not improbable, that the return stream of passengers will continue till the beginning of April.

8396

As we believe that, at a rate of \$36, we can fill the fast steamers in the very near future, we suggest that the fast steamer rate be increased by \$2, and remain

Yours very truly,

OELRICHS & CO.

#### Petitioner's Exhibit 774.

Translation.

New York, March 10, 1908.

Baron von Plettenberg, Steerage Dept., North German Lloyd, Bremen.

Dear Mr. von Plettenberg:

I beg leave to acknowledge the receipt of your valued favor of February 25th, contents of which I have carefully noted.

8399

I hope that you will be able to make a satisfactory arrangement with the Russian lines, and would be very thankful to you if you would inform me as to further progress and the result of the negotiations. An agreement, ultimately, would clear the situation not only in Europe but here as well.

With best regards, i am,

Yours very truly, GUSTAV H. SCHWAB.

Translation.

Bremen, March 18, 1008.

My dear Mr. Schwab:

I am enclosing herewith the two last statements in regard to the pool status, the first of which, unfortunately, was not sent you during my absence.

Our great minus eastbound may explain to you that despite the increasing eastbound business, we have nevertheless reduced our mail steamer prices to \$25 so as to meet the lines that, with a minus on our part of more than 40%, would be justified in entering complaint against us.

As you, however, advised us simultaneously of the good bookings of our express steamers, we suggested to the parties whether we might not take the Hamburg rate of \$36 for our express steamers.

To this inquiry only Hapag has replied as yet, namely, that they had no objection to our advancing our express steamer rate to \$36 if we, as long as we were a minus party, would each time take the price of the competition mentioned for our eastbound steamers, which was departing about the same time as a Russian or New York Continental steamer, as by means of such reductions against individual departures, in their opinion the competition would be injured much more severely than through a general reduction, as was the case lately with the reduction to \$25.

The idea is not bad and, for example, used successfully by us in our Brazilian business.

We will now, however, if the other Lines have also consented, make the counter-proposition that we maintain our eastbound mail *steamer rate* in general at \$27 and only take the rate of the Russian Lines on those days when our mail steamer sailings coincide with those of the Russian.

8402

#### Petitioner's Exhibit 775

I am anxious to ascertain whether the other pool lines will consent. In my opinion they could easily reply that these measures seem advisable in connection with the Russian competition, but could not fulfill their purpose, to decrease our minus in the pool.

A pool conference will be held here on the 26th inst. (for the convenience of our General Director).

The Russian East Asian Steamship Company, who were not satisfied with the failure of the negotiations in Petersburg, will probably take this opportunity to send a representative here and submit the proposition to us to co-operate with it against the bankrupted Volunteer Fleet.

8405

The R. E. A. Co. (R. O. D. G.) has every reason, in view of their financial condition, which is more than shaky, to secure for themselves a "life insurance" for the future through connecting with the continental lines. We will have to make our conditions accordingly.

I will not fail to keep you further posted in regard to the result of these negotiations.

With best regards, and thanking you,

Respectfully,

PLETTENBERG.

#### Petitioner's Exhibit 776.

8407

8408

Translation.

Per SS "Kronprinz Wilhelm"

New York, March 21, 1908.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your cable of the 20th inst.:

"Unklarer (advance outward to \* \* \*) Express advocates (\$36)" and have carefully noted contents and changed our price list accordingly.

Respectfully,

OELRICHS & CO.

8411

#### Petitioner's Exhibit 777.

Translation.

New York, March 23, 1908.

North German Lloyd, Central Bureau Bremen.

Gentlemen:

We confirm our respects of the 13th inst. regarding rumors relative to the despatch of SS "Volturno" of N. Y. and Continental S. S. Co. in the Passenger Service and hand you enclosed an article which appeared in the Journal of Commerce on the 21st inst. with further information regarding the alleged introduction of a passenger service between New York, Hamburg, Rotterdam and Halifax on the part of the New York & Continental S. S. Co. We are, Gentlemen.

Yours very truly, OELRICHS & CO.

# Petitioner's Exhibit 778.

8412

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Mar. 24, 1908.

Advance outward rate New York regular Baltimore Galveston \$27. inform A. Sch. & Co. Holt. To meet competition Russian and New York Continental lines, you must adopt their rates for our New York regulars if in direct competition with them.

#### Petitioner's Exhibit 779.

8413

8414

8415

Translation.

S/S "St. Louis"

New York, March 27, 1908.

North German Lloyd, Steerage Department, Bremen.

We beg to acknowledge receipt of your cable of the 24th inst.:

"To meet summerbett (competition) Rus-"sian and New York Continental Lines havul-"adopt (havuzadopt?) (you must adopt) their "rates for our New York regulars if in direct "summerbett (competition) with them."

and confirm our answer of the same day:

"Camouflet (Refer to your telegram 24th "inst.) frailness (we propose to reduce) fool"hardy (eastbound steerage rate) Barbarossa
"awnings (April 9th) against Volunteer awl"wort (April 8th) Seydlitz azarole (April "23rd) against volunteer azalea (April 22nd)
"Luetzow baalism (April 29th against Asiatic)
"babyish (May 2nd) bezoar (do you agree)
"bibacious (do you wish us to) follow Volun"teer Asiatic down gybintofico (if they reduce)
"further Russian steamer Saratow avowant
"(March 25th) full haoroivo (we shall re"ceive) probably excess for Main;"

our cable of the 25th inst.:

"Calipash (Refer to your telegram 24th "inst.) Saratov groupe (has sailed) tripudiary "(1000) subacid (15) feverish steerage pas-

#### Petitioner's Exhibit 770

"sengers) excess about taxicorn (300) trans-"ferred Asiatic Estonia awesome (April 1st)"

and acknowledge receipt of your cable of yesterday:

"Camouflet (Refer to your telegram 24th "inst.) Russians unapparent (we accept your "proposition) follow reductions,"

and shall fix the steerage rate for SS "Barbarossa" at \$24 and send out circulars immediately. We do not think it advisable to publish the reduced rate for the later steamers just at, as no bookings for them have yet been made, and comain

Respectfully,

OELRICHS & CO.

# Petitioner's Exhibit 780.

8419

Translation.

New York, March 30, 1908.

Baron von Plattenberg, Steerage Dept., Bremen.

Dear Mr. von Plettenberg:

I am in receipt of your favor of the 18th inst., contents of which I have noted and thank you for the statement of the Pool status. I hope that the negotiations with the Russian East Asiatic S. S. Co. will be successful and am anxious to hear whether they will lead to an alliance against the Volunteer Fleet.

8420

The increase in the express steamer rate to \$40 and of the regular steamer rate to \$31 has surprised me somewhat. I suppose, however, that our large figures recently have occasioned a change in the pool situation. Nothing further has developed regarding the possible further reduction of the Volunteer Fleet against our reduction of \$24 on SS "Barbarossa" April 9th. With best regards.

Yours very truly, GUSTAV H. SCHWAB.

#### Petitioner's Exhibit 781.

Translation.

Per "Kaiser Wilhelm II"

New York, March 30, 1908.

North German Lloyd, Steerage Department, Bremen.

We beg to acknowledge receipt of your telegram of today:

8423

"Unlavished (advance Prepaid rate to) New York Express advoutry (\$37.) New York regular Baltimore Galveston adverbial (\$30.).

—Unklagbar (Advance outward rate to) New York Expressaeromancy (\$40.) New York regular, Baltimore Galveston adversely (\$81.) Longicorn (inform Messrs. A. Schumacher & Co. Baltimore) Holt.—This scurpaises (will not interfere with) special sommerbett (competition) unkissing (outwards) calipash (refer to our telegram of 24th inst.)."

We took notice of the increase of the Prepaid and Outward rates, and have communicated same immediately by telegram and letter to Messrs. A. Schumacher & Co., Baltimore and Alfred Holt, Galveston—

8424

We also noted that this increase of the outward rates does not cancel the special rates for our mail steamers from here (authorized by your telegram of the 24th inst.) if they compete directly with the steamers of the Russian Volunteer Fleet, the Russian East Asiatic S/S Co. or the New York & Continental Line.

Respectfully,

OELRICHS & CO.

Translation.

New York, April 3, 1908.

North German Lloyd, Central Bureau, Bremen.

#### Gentlemen:

We beg leave to acknowledge receipt of your valued favor of March 20th, contents of which have had our attention, regarding a second doctor on board our steamers with more than 1000 passengers.

For the departure of SS "Seydlitz" April 23rd from here, we shall take the rate of the Volunteer Fleet, whose steamer sails on April 27th. The "Seydlitz" on that day meets the competition of the "Kaiserin Augusta Victoria" with a rate of \$38 and on April 22nd, that of the "Staatendam" with a rate of \$37. As the "Seydlitz" presumably will have quite a number of passengers although we cannot be sure that there will be more than 1000 passengers, we consider it safer to cable you yesterday to forward a second physician on the "Seydlitz" and confirm our cable to that effect, reading:

"Refer to your letter 20th ult. we consider it advisable to arrange for two doctors Seydlitz."

We are, Gentlemen,

Yours very truly, OELRICHS & CO. 8426

#### Petitioner's Exhibit 783.

Translation.

S. S. Philadelphia.

New York, April 3, 1908.

North German Lloyd, Passenger Department, Bremen.

We confirm our telegram of the first inst:

"Estonia" sailed awesome (April 1st) tri-"gasion (1050) steerage excess (360) rientrasse "(forwarded on the) Petersburg Vawlwort "(April 8th),"

in which we told you that the steamer "Estonia" of the Russian East Asiatic S/S Co. sailed on the first of April with 1050 steerage passengers, and left back an excess of 350, which will be shipped per S/S "Petersburg" of the Volunteer Fleet on April 8th. We hear now that a part of the excess has been transferred from the "Estonia" to the White Star Steamer.

Up to now, both Russian companies and the Continental Lines have not reduced their rates, and a reduction has not as yet been necessary for these lines, as they were completely booked.

If the present rush continues, the question will arise whether we shall also reduce the rate for the "Seydlitz," April 22nd, which we have not as yet published, to \$24, if the steamers which we are fighting are filled without this. At the beginning of next week we hope to be in a position to judge better how the Eastbound business will develop, and must then decide what measure we shall take.

We remain.

Respectfully.

OELRICHS & CO.

8429

#### Petitioner's Exhibit 784.

8431

Translation.

S/S Lucania.

New York, April 7, 1908.

North German Lloyd, Passenger Department, Bremen.

We confirm our favor of the 3rd inst. and our telegram of the 4th inst:

"Johnson General Agent Asiatic opposeras (issued their circulars) allowing agents book Re d'Italia awnings (April 9th) weganlage (Trieste) Walzhuette (Fiume) adpreseed (23) Oderberg Basel adroitly (\$24) Krakau Wien adulations (\$25) Budapest adultery (\$26) Agram advantage (\$28) fustilug (a commission of \$3) soupeser (instructions) draw orders on Asiatic blancs Johnson also General Agent Scandinav and Subagent gentlefolk (British Lines),"

which we sent you for discussion with the Hamburg American Line.

Messrs. A. E. Johnson & Co., the General Agents of the Russian East Asiatic S/S Co., are at the same time General Agents of the Scandinavian-American Line and Agents of the English Lines. We have advised the English Lines of the action of Messrs. A. E. Johnson & Co. and received the assurance from them that A. E. Johnson & Co. have withdrawn the objectionable circular. To what extent this has been done we can not as yet state. It is said that for the "Red'Italia" Mr. Conti has booked 500-600 passengers too many.

8432

Meeting was convoked by the Cunard, I. M. M. Co., Anchor, Fabre, Sicula, French, Spanish, Austro-Americana, Hapag and ourselves for yesterday, to organize the Mediterranean conference, Eighth Series, not with the intention to undertake a reduction in rates, neither to control the commission of the agents, but because it seemed important to continue the conference among the non Italian Lines, in order to receive, in a favorable position, possible advances of the Italian Lines, who have expressly announced their withdrawal from the conference, and also, through a reorganization of the Conference, to place the Lines standing together, in the position of adopting mutual and uniform measures against the insurgents, and make an impression upon them.

In yesterday's Meeting of these Lines, in which the Mediterranean Conference was reorganized in this manner, the situation was discussed and the list of the steamers, to sail in the near future, taken up. It was the general opinion that a temporary continuation of the low rates was offered to exert a moral pressure on the Italian Lines who obviously, as far as we can observe, were surprised and very unpleasantly so, by the sudden reduction.

The proposition was made us today on the part of Messrs. C. B. Richards & Co. to fix the rate for the Volunteer Steamer "Kherson" April 22nd from here, and for the steamer of the Continental Line "Avoca," April 23rd from here, to \$30, if the Hamburg American Line and we were also willing to increase our rates for our two steamers, under the assumption that the H. A. Line would otherwise make a lower rate.

On the one hand, such an advance, seems very desirable in view of the large number of returns, which will very probably continue for the next two weeks, on the other hand it should be our aim to keep the rate for the Russian East Asian Steamship Co. and the Russian

8435

# Petitioner's Exhibit 784

8437

Volunteer Fleet as low as possible and reduce their proceeds, if possible. We cabled you today as follows:

"Zweepriem (C. B. Richard & Co.) schulweges (intend to) adopt foolhardy (east-bound steerage rate) adverbial (\$30) Volunteer 'Kherson' azalea (April 22nd) Continent 'Avoca' agarole (April 23) if we Hapag advance similarly bindeth (shall we) continue adroitly (\$24) 'Seydlitz' azarole (April 23rd)."

and await your reply.

We remain,

8438

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 785.

Translation.

Bremen, April 13, 1908.

My dear Mr. Schwab:

I confirm with thanks, your esteemed favor of the 30th ult., contents of which I have duly noted.

I enclose herewith statement in regard to the last Pool status.

The Russian East Asian has not as yet replied, and we, therefore, find ourselves forced to fight them further in the pool.

The advance in the express steamer rate to \$40 and the mail steamer rate to \$31, which surprised you, occured in agreement with the parties of the newly organized Atlantic Conference; for the reason that now, after an understanding has been reached between the English and Continental Lines, there was no further reason to take lower prices. It is therefore, an increase which was made outside of the pool, but within the Atlantic Conference.

In order, however, not to provide the competing lines (especially the Russians) with too great an advantage, we have decided to meet this competition with certain steamers and specially low rates and have determined in this connection, to compensate the lines involved, that are forced to take a very low fighting rate with a steamer on the part of the Atlantic Conference. We have not as yet agreed on the manner of this compensation, but for the present simply resolved that such a line will be reimbursed for the difference between the fighting rate and the normal price of the parties of the Atlantic Conference pro rata their participations.

With best regards,

Gratefully yours,

PLETTENBERG.

8442

Translation.

SS "Kronprinzessin Cecilie."

New York, April 13, 1908.

Administration of the North German Lloyd, Steerage Dept., • Bremen.

We confirm our cable and our favor of the 7th inst. and acknowledge receipt of your cable of the 10th inst:

"Cambered (Refer to your telegram 7th inst) follow advance Russians"

to which we replied on the same day:

"Cambium (Refer to your telegram 10th inst) zweepriem (C. B. Richard & Co.) adopted foolhardy (eastbound steerage rate) adultery (\$26) volunteer (Kherson azalea) (April 22nd) but fustilug (a commission of \$3) to adamant (\$5) haorounglu (we shall take) adroitly (\$24) fusileers (commission of \$2)."

and received your esteemed cable today:

"Cambrium (Refer to your telegram 10th inst) hahevabore (we agree) unkissing (advance outward to) adroitly (\$24) hebdomadal (S/S "Seydlitz" substituted for SS....) (Wir nehmen an dass Sie irrtuemlicherweise das Wort "Hebdomadal" statt "Ichneumon" (SS "Seydlitz") (benutzten) azarole (April 23rd)."

in regard to the steerage rates for SS "Seydlitz," April 23rd.

We assume that your cable of today signifies that you consent to the Rate "adroitly" (\$24) for SS "Seydlitz" April 23.

8444

8446

# Petitioner's Exhibit 786

Messrs. C. B. Richard & Co. inquired of us whether we would eventually follow them, if they were to increase the rate for SS "Kherson" April 22nd, and "Avoca" April 23rd to \$30. In the interim Messrs. C. B. Richard & Co. fixed the rate at \$26, but with a commission of \$3 to \$5. As at a rate of \$26 with \$2 Commission we would not effect our end of making the business unprofitable for these two steamers, we consider it advisable to maintain our present rate of \$24 for SS "Seydlitz" April 23rd, and gladly note that you agree to this.

We remain,

8447

Respectfully yours,
(Sig.) OELRICHS & CO.

### Petitioner's Exhibit 787.

8449

Translation.

SS "Lusitania."

New York, April 14, 1908.

Management of the North German Lloyd, Steerage Dept., Bremen.

The high rate of \$40 has now been applied to the "Kronprinzessin Cecilie" and we therefore, added the following words to our today's cable wherein we announced the departure of the steamer:

8450

"Fontanges (Eastbound rate) aeromancy (\$40) vloersteen (too high) money box (under present circumstances)."

Under the prevailing conditions the high rate does not attract the steerage passengers and the decrease in the east-bound returns, which is to be expected, first makes itself felt in the high prices.

We remain,

Respectfully yours, OELRICHS & CO.

### Petitioner's Exhibit 788.

Translation.

Per "Kronprinz Wilhelm."

New York, April 20, 1908.

Management of the North German Lloyd, Steerage Dept., Bremen.

We confirm our favor of the 14th inst. and our cables of the 15th inst:

8453

"Calendula (refer to our telegram of 14th inst.) hunchback (Kronprinz Wilhelm) axstone (April 21) finochio (Steerage eastbound) unbaendig (prospects are poor) unificassi (present rate) Experience shows fougasse (reduction of outward rate) increases business moneybox (under present circumstances) buddhistic (we await instructions)."

and 17th inst.

"Calenture (refer to our telegram of 15th inst.) hunchback (Kronprinz Wilhelm) axstone (April 21) finochio (steerage eastbound) unattire (prospects are improving)."

8454 whereupon we received today your cable of yesterday:

"Sufflamini (in case you consider necessary) masurianum (authorize you to) unklarer (reduce outward rate to) express by actionists (3) to adamant (\$5) cable pygomolge (what are you doing?)."

The firm advices for SS "Kronprinz Wilhelm" amounted to about 380 heads up to noon, and under these circumstances the steamer will probably sail with not more than 500 heads. Our agents confirm that the high \$50 rate was an obstacle, and we, therefore,

consider it in your interests to avail ourselves of your authorization and will reduce our rate to \$37 for fast steamers. We are cabling you this with the words:

"Camions (refer to your telegram of 19 inst.). Namesake (we shall adopt) u advoutry (\$37) express."

We also confirm our inquiry of the 15th inst:

"Bibacious (do you wish us to) continue following fontanges (eastbound rates) Volunteer Eastasia bechamel (next month—May)?"

and await your reply to this.

We beg to call your attention to the fact that the representatives of the Russian Volunteer Fleet and the Russian East Asian Line allow here \$3 to \$5 commission, according to the standing of the agent, so that we and the Hamburg Lines, even at equal rates, are at a disadvantage with the Russian Lines.

Respectfully,

OELRICHS & CO.

63

8457

#### Petitioner's Exhibit 789.

Translation.

Per SS "Kronprinz Wilhelm."

New York, April 21, 1908.

Management of the North German Lloyd, Steerage Dept., Bremen.

We confirm our favor of yesterday per SS "Kronprinz Wilhelm" as per the enclosed copy and take the liberty of correcting a small typographical error that occurred in the second paragraph. The sentence: Our agents confirm that the high "\$50 rate" should, of course, read "\$40 rate."

Respectfully,

OELRICHS & CO.

8460

#### Petitioner's Exhibit 790.

8461

Translation.

New York, April 21, 1908.

Baron von Plettenberg, Steerage Dept., Bremen, Germany.

Dear Mr. von Plettenberg:

I beg leave to acknowledge receipt of your favor of the 13th inst. and thank you for the statement of the pool status. I regret very much to learn that nothing has been heard from the Russian East Asiatic Fleet and that, therefore, the fight against this line must be continued.

8462

The high rate of \$40 for our express steamers has, according to our experience, retarded the movement eastbound on these steamers and restricted it, and as per your message of the 19th inst., we have reduced the express steamer rate to \$37. We hope that this rate will have the desired effect.

We have not yet received a reply to our inquiry as to how we should act toward the two Russian lines during next month. I am, with best regards,

Yours very truly, GUSTAV H. SCHWAB

8465

#### Petitioner's Exhibit 791.

Translation.

Bremen, April 27, 1908.

My dear Mr. Schwab:

I confirm, with best thanks, your kind letters addressed to me of April 13th and 14th, as well as your official favor of April 7th and 10th, addressed to the Passenger Department; also your communication to the Central Office of April 13th and finally the letter to my department of April 14th.

Furthermore, I enclose herewith two pool statements for your information.

It is noteworthy in the later of these two statements that we have reduced by round 1000 passengers from our high eastbound minus, so that, if the transportation continues as favorable in the near future, we have prospect of cancelling our eastbound minus entirely.

Westbound the prespects are, it is true, not as favorable, where our continually increasing minus gives evidence that it would be difficult for us to obtain our pool participation. This can be traced primarily, however, to the steamers of the Red Star Line and the Holland America Line, which are so much better equipped, and also to the new steamers of the Hamburg America Line, and, not least, to the continual price difference of M.10 against Hapag, which plays a very important part at the present time, when passengers are rare and do not possess much money.

I am just at work compiling a statement of the reasons for the decrease in business and, therefore, I would first of all, mention the equipment on our steamers, for which theme your various letters in the question of competition in the Mediterranean business supply me valuable material.

I am convinced that we must improve our steamers in some way; above all, give the steerage passengers an opportunity to dine at tables and cancel the previous arrangement that they must get their meals themselves from the kitchen.

Next, an arrangement in connection with board, which would conform more to the taste of the individual nationalities would be very desirable and finally, the further extension of the stores, which have already been introduced on most steamers, where steerage passengers can buy special viands, without being taken advantage of and where an illegal purchasing from the crew is avoided.

8168

Last of all, however, I should suggest placing the prices on the same basis as Hapag, because I am of the opinion that we are no longer justified in too strongly taxing the favor with which our line is regarded by emigrants, who have in the meanwhile been sufficiently enlightened by the advertising of the competition, by demanding a price that is 10 Mark higher, entirely aside from the fact that many measures of the Hamburg American Line, aiming at the influencing of passengers, who have already been booked by us, in their favor, lose all effect with the introduction of a similar price.

8409

The effective campaign against the New York and Continental Liner "Volturno" pleased me greatly; unfortunately, however, we could not agree in regard to the amount of the allowance on the part of the Pool in war rates and could, therefore, adopt no war measures against the "Avoca" which sails tomorrow.

The result with the "Seydlitz" was also very pleasant, especially the unusually high proceeds of this steamer.

No agreement has as yet been reached in a regard to a mutual action of the Lines in the Mediterranean business. Mr. Crespi, the General Manager of the Navigazione Generale Italiana—as you could not come to any arrangement on the other side and as the Lloyd was the attacking party by reducing the prices—requested General Manager Ballin to exert his influence to effect an agreement (Pool) with the Lines in question here; the replies, however, which General Manager Ballin received in response to his endeavors, almost all amounted to one thing; the negotiations were useless, for the Italian Lines would never take the guarantee that a line not included in the pool do not appear upon the scene and make the agreement visionary.

8471

All the data is again being compiled and will be sent us within the next few days, so that the last word has as yet not been spoken in a matter that otherwise seems rather hopeless. Should further negotiations still be entered into, your proposition will be submitted for consideration.

It is regrettable that at a time, when passengers are so rare, we should be forced to transport the few, that we receive, at such ridiculously low rates; but there is still another shadowy side to this matter; the Italian lines have taken serious steps to attract passengers from the eastern countries of the Continents, from the Balkan, Hungary, Galizia, etc., partly because they do not find sufficient passengers in Italy, partly perhaps also to make the remaining Continental Lines, whose chief business leads over northern ports, more pliable.

8472

This is a very serious question for us, as you can conceive, for the passengers are greatly attracted by the unproportionately low rates of these lines to the Italian ports, if advertised seriously, and are thus lost to us.

We are advised through a notice of the Hamburg American Line that the New York and Continental Line has obviously decided to land their passengers of SS "Volturno" in Rotterdam rather than in Hamburg.

2825

# Petitioner's Exhibit 791

8473

this, it would seem at least, is to be construed from the fact that the Hamburg shipper Wolff, who was offered the despatch of the passengers, but who, like all other Hamburg shippers, refused the same, was requested on the 22nd inst. to send the ship lists received to Landy in Rotterdam.

I remain, with best regards.

Gratefully yours,

PLETTENBERG.

# Petitioner's Exhibit 792.

Translation.

SS "Deutschland"

New York, April 29, 1908.

Management of the North German Lloyd,

Steerage Dept.,

Bremen.

We beg to acknowledge receipt of your cable of today's date:

"Calcify (refer to our cable 24th ult) Cancel special sommerbett (competition) unkissing (outward rates)"

and, referring to our cable of the 22nd inst:

"Calenture (refer to our telegram 15th inst.) smortore (Russian Volunteer Fleet) Moskva baccated (May 6th) Saratov background (May 20th) waschlauge (from New York) withdrawn"

as no steamers were sent out by the East Asian Company and the Russian Volunteer Fleet in May, made no reduction in our regular eastbound rate.

Respectfully,

OELRICHS & CO.

8478

2827

# Petitioner's Exhibit 793.

8479

Translation.

Cable from Oelrichs & Co.

May 2, 1908.

Lloyd Bremen.

Refer to your telegram of 29th ultimo; New York and Continental Line Avoca sails May 5th Jelunga May 9th, Eastbound steerage rate \$23.—Commission \$4.—and more; strongly recommend meeting this competition.

8480

#### Petitioner's Exhibit 794.

Translation.

Per "Kaiser Wilhelm der Grosse"

New York, May 4, 1908.

Management of the North German Lloyd, Passenger Dept., Bremen.

We hand you enclosed Continental Conference Minutes No. 172, Meeting of April 30th, for your information.

8483

8484

Several differences occurred during the last few weeks between the Lines in regard to the handling and execution of the Conference rules, which were partly due to misunderstandings, partly to the fact that the representative of the Cunard Line had not had a representative at the Meetings, and, therefore apparently was not fully informed in regard to the situation. It was necessary to adjust these differences in order to attain uniform action on the part of the Conference Lines in executing the conference rules against the competition, which is making itself felt, of the Italian Lines and the Russian, as also New York and Continental Lines. As you will note from the visits, the representative of the Cunard Line was successfully induced to adjust the various controversial pointswith exception of Zotti matter, regarding which we will shortly write you in a separate letter.

Very truly yours,

OELRICHS & CO.

Translation.

Bremen, May 4, 1908.

My dear Mr. Schwab:

I thank you for your valued favor of April 21st last. Competition of Mediterranean Lines: We have already partly given you our views by cable and have telegraphed in the same matter to the parties to the pool on May 2nd.

"Consider fighting Italians through Cunard Fiume, possibly Austro, rather serious, for if not at the same time sufficient cheap transportation facilities to northern ports, travel will be still further forced into undesirable irregular channels. Recommend carry on fight, if necessary by means of increase cheap departures to northern ports. At the same time with Conference Lines reduce for direct Italian Service to \$10—against compensation on part of pool of \$5. Request instructions."

I am of the opinion that we must avoid to draw continental travel still further to the south by the reduction of the prices of Cunards Fiume service with attending compensation to these Lines. It would be better to reduce the northern rate in order to damage the Italian business, which now has a tendency to extend to the Continent, in this manner. The Austro-Americana in my opinion, does not come into consideration. With them the section of Paragraph 21 of our Agreement (N) is applicable, reading as follows:

"For the voyage to Adriatic ports and eastbound steerage rate is to be fixed for the Austro-Americana until further notice, which is \$2 cheaper than that of the Cunard Line for the same ports and not higher than the lowest eastbound rate of the two German companies."

8486

8488

# Petitioner's Exhibit 795

Doubtless it is an extraordinarily serious matter with which we are just now confronted and the sorry part of it is that all lines interested therein assume an apathetic and uninterested position in spite of the approaching danger.

We meet with the same experience in the Competition of the New York and Continental Lines. In this fight we cannot agree upon a method of compensation for war rates, as you will see by the inclosed letter written by us to the parties to the pool.

It is much to be regretted that the good opportunity is again missed. I will keep you posted regarding the answers of the parties.

Pool Status: Enclosed is a statement of the status of the N. D. L. V. of May 1st.

Faithfully,

PLETTENBERG.

8490

#### Petitioner's Exhibit 796.

8491

(Letter Inclosed in Preceding.)

Translation.

Bremen, May 4, 1908.

Mr. H. Peters, Jena.

After having transported about 4700 passengers eastbound to the end of April at war rates without compensation by the pool, and in the interim also become a plus party in the N. D. L. V. Pool, we cabled New York not to place further steamers at war rates for the present.

8492

We greatly regret that the parties have not as yet come to any agreement in regard to a method of treatment, that would be generally enforced, of passengers booked at war rates. The present mode, according to which each party makes special demands for each case, without any certain, generally recognized principle, and in regard to which an agreement can only be reached with great difficulty owing to the essential differences in opinion, can, of course, not lead to any result. We must particularly regret that after we have made such exceptional sacrifices, other parties, and not only plus parties, do not hesitate to demand the full difference. If the fight against the competition eastbound is to be conducted emphatically and with the prospect of success, it is absolutely necessary that the parties agree upon some certain mode of action. We give below, in summary, the various propositions to be considered, and request that the Continental Lines give their opinion of the individual propositions, so that it may be determined on what basis there is most prospect of reaching an agreement.

8493

(1). The war rates must exclusively be applied by those minus parties, who do not receive any special compensation for it. The steamers, which must be expedited at war rates, are designated at least 14 days

in advance, eventually by a resolution of the majority, whereby that steamer shall be selected of several which are available, belonging to the largest minus party or the sailing date of which approaches most closely to that of the competition. The circumstance, that the respective party has in the meanwhile become plus party, does not release them from the obligation, to carry out the sailing contemplated at war rates without compensation.

8495

The parties, in this manner, would alternate in applying the war rates, and no one party would be occasioned any special advantage or benefit. Of course, the English Lines also, as far as they are minus parties, would co-operate. This may not seem very desirable from the standpoint of the Continental Lines, but as the extent of the Scandinavian/British return passengers cannot be increased artificially, the English Lines will have to carry a greater number of Continental eastbound passengers this year under the pool, all the more so as the transportation of Italians and Orientals for the American and White Star Line can only be taken into consideration to a slight extent until further notice.

8496

(2). The steamers, which are to fight the competition, will be designated by a resolution of the majority at least 14 days in advance. The respective party—regardless of whether plus or minus—will be granted a compensation for applying the war rate, which will be based on the average of the eastbound steamer rate of the 4 N. D. L. V. Lines and which shall be \$2 per adult lower than the difference between this average rate and the war rate to be applied. If the rate of the respective party is lower than the average of the mail steamer rate of the 4 N. D. L. V. Lines, the respective party will be reimbursed only with the difference between its own rate and the war rate, less

\$2. A party, that exceeds its participation in the pool by 20% or more, cannot be forced to carry the war rates.

(3). The very practical proposition of Americano's: Under all circumstances only mail steamers—not express steamers,—shall be resorted to in applying the war rates

Should difficulties arise on account of the large difference in the position of the individual Continental Lines in the N. D. L. V. Pool and the General Pool, the situation will be explained to the English Lines and they will have to be advised that the N. D. L. V., according to the status of conditions in the General Pool, must be considered as a party, of which those lines are to be regarded as Minus Parties, who are short in the N. D. L. V.

As soon as the parties have agreed on a certain principle, it will, we hope, also be possible to come to an agreement in regard to the question of treatment of the passengers who have been transported at war rates. In order to gain a better view, we submit a statement of the passengers who have hitherto been carried at war rates, as far as we have been able to follow same.

Lloyd.

April 9, SS "Barbarossa" 2286 Pass. Reg. Rate War Rate Compensation

			\$31	\$23	_
April 11th. Frankfurt	770	64	64	"	
April 23rd. Seydlitz	1943	66	64	24.@	\$5
April 31st Lutzlow	1624	46	44	24	
Hapag.					
April 14th. SS. "Pretoria	2327	44	34	23.@	7
"Grant" abt.	600	44	28	24	_
Nasm.					
April 8th, SS "Potsdam"	325	66	34	23	_
April 15th "Noordam"	434	66	34	23	
(We would request you	to kin	idly co	omplete this li	st, if not e	ntire).

8498

# Petitioner's Exhibit 796

We just received Star's proposition, reading:

"If a line, in conjunction with the other lines, uses a steamer in competition against a steamer of a line, not allied, at a war rate, the A. C. Lines reimburse it pro rata its percentage for such passengers per head (not adult) the difference between the regular rate and the war rate if the line is Plus during the week of the sailing of the steamer. If, however, it is Minus that same week, one-tenth will be deducted from this difference for every week percentage started, which the line is short in its transportation. Westbound Transat and Austro are also interested, eastbound Transat alone."

8501

We cannot find favor with this proposition, for according to our explicit and, up to now, unrefuted representations (R. 3322 and 3343) a difference between minus and plus parties is not justified, and the reimbursement of the entire difference, especially to plus parties, is extremely questionable. Just the Plus parties gain many more passengers by carrying the war rate than the Minus parties, because, on basis of their regular rate, they can attract but few passengers, whereas the Minus parties, receive a larger number of passengers on basis of their regular rates. The larger the profit from passengers is for the respective line, the greater is its direct benefit from the transaction, for thereby its pool status is improved to such an extent, that it receives a very great plus and is freed for a long period from the possibility of becoming a Minus party and therewith receiving a smaller compensation. Simultaneously, however, the respective party will advance its regular prices in conformity to its increasing plus, and the difference to be reimbursed this line would accordingly always become larger, or the re-

spective line would have to withdraw entirely for the purposes of the competition. The reimbursement of the full difference to Minus parties would, rather, be much more justifiable, first on account of the smallness of the difference in itself, and then, because the prices of the Minus parties are arranged so, or, at request must be so fixed, that the respective parties, merely on basis of their regular rates, can attract a larger number of passengers. On basis of their regular rates Nasm and Star now receive on an average about 150 to 200 passengers per steamer, with the result that they are slowly coming out of their plus. If these parties adopt the war rates, with full reimbursement of the differences, they will increase their transportation about ten times and they can conveniently retain their high rates, without needing to fear that they will recede from their high plus in the near future. This would be no healthy condition and therefore we cannot accept the Star proposition. Otherwise, we are prepared to investigate every fair proposition. We would recommend the Nasm proposition as the best solution of the question.

Respectfully,

# Petitioner's Exhibit 797.

Translation.

Cable from Lloyd to Oelrichs & Co., May 5, 1908.

It is proposed by Atlantic conference disqualify all agents handling continental business to Medit. Lines. Telegraph your opinion.

# Petitioner's Exhibit 798.

8507

Translation.

Cable from Oelrichs & Co.

May 5th, 1908.

Lloyd, Bremen.

Refer to your telegram of 5th instant, Proposal already met and agents violating rules by booking Continental business Mediterranean lines being disqualified; refer to Continental Conference rules minutes.

Translation.

Bremen, May 5, 1908.

Messrs. Oelrichs & Co., New York.

We just received your Cable, from which we note that you have reduced the eastbound rate to Italy to \$10, beginning with SS "Friedrich der Grosse" May 16th. We trust that this measure will be attended with the success contemplated by you, but cannot quite cast out the fear that this reduction, which aside from everything else, imposes material hardships upon us, will actually turn out to be a false move. Our "Koenig Albert" sailed from the other side on May 2nd, on the basis of a \$15 rate, with 1473 steerage passengers, that is, therefore, almost to its utmost capacity. Likewise, to judge from the advices received here, the steamers of the allied Italian Lines were very heavily engaged, if not entirely during the last weeks. Through the rate reduction, therefore, we will not be able to take from the Italian Lines a material number of passengers, in case the returns-home, continue to the present extent, which is particularly probable in view of the prompt response of the Italian eastbound business to every rate reduction, inasmuch as we lack the requisite space. Under these circumstances we do not consider it at all impossible that the Italian Lines continue their present rates to Italy and without sacrificing their Italian business to any extent worth mentioning, if only to retain sufficient space for the transportation of continental passengers.

Of course, we do not doubt that you have considered all these points and discussed them with the other lines that are interested, before making the reduction, and we, therefore, refrained from cabling you contrary instructions as you know conditions on the other side better than we.

8510

As you will have seen from our today's telegram, the majority of the Atlantic Conference Lines has in the meantime advocated that all those agents in America shall be disqualified by the Atlantic Conference Lines, who book continental passengers for Italian Lines or are in any way active for outsiders. Such a measure, if it can be carried out under the conditions prevailing there, would certainly constitute a very effective and, at the same time, inexpensive weapon. We are afraid however, judging from previous experience, that this idea, which is very true theoretically, cannot be carried out practically, and if you are convinced of it, it would undoubtedly be more advisable not to start it at all, as the prestige of the Lines is badly injured by unsuccessful measures.

We would thank you to kindly give us your detailed opinion in regard to the prevailing situation, as the termination of the present fight will undoubtedly not occur in the very near future.

Respectfully, NORTH GERMAN LLOYD, Dept. (Steerage), per Freyer.

Translation.

Per "Kronprinzessin Cecilie."

New York, May 9, 1908.

Management of the North German Lloyd,

Passenger Dept.,

Bremen.

We hand you enclosed Continental Conference Complaint Committee Report No. 154, Meeting April 17th, for your information.

The report hardly requires a detailed explanation. As you will note from the same, strict measures were taken against the agents who, despite the conference regulations, had obtained continental passengers for the Italian Lines and supported them in any manner whatsoever, and further measures were also taken to meet the competition of the latter. In judging of how far these measures can be applied, the large territory, the very great number of agents, to be controlled, and, not least, the perhaps even greater number of petty agents or persons, who would like to conduct an agency or sell tickets, and who are excluded on account of their practices,—and therefore are at the service of the lines who do not belong to the conference—must be considered.

Respectfully,

OELRICHS & CO.

8516

8517 .

## Petitioner's Exhibit 801.

Translation.

New York, May 22, 1908.

Baron von Plettenberg,

Steerage Dept., Bremen.

Dear Mr. Plettenberg:

I am in receipt of your favor of the 4th inst. contents of which I have noted. Under the circumstances and as you doubt the advisability of opposing the Italians through the Cunard and Austro-Americana, it would seem to me that an effective competition against the Italian Lines, New York-Continental Line, Russian E. Asiatic Co. and the Russian Volunteer Fleet (all at one time) could best be brought about by a uniform reduction of the eastbound rate of all Pool Lines to the North. This would at the same time again stimulate the eastbound movement, which seems gradually to be falling off under the high prices. The fruitless discussions regarding compensation for fighting rates would thereby be eliminated.

In the Italian business the great reduction in the eastbound rates has extraordinarily increased the eastbound movement. The Italian Lines have booked so many Continental passengers at their reduced rates, that they have now become embarrassed, as the Italian commissioners insisted that the *Italian* passengers should be accommodated first on board the steamer. This was the reason that the Italian Lines increased their rates to \$20 (with \$4 to \$6 commission). The Hamburg American Line followed with \$20, and \$4 commission; the Anchor Line also; the White Star, \$20, with \$3 commission for the "Romanic" May 30th from Boston. We have fixed the rate for the "Koe-

8520

#### Petitioner's Exhibit 801

8521

nigin Luise" previous to the increase in the rate, at \$15, with \$2 commission and shall await further developments for later steamers.

I am much obliged to you for sending me statement of the pool status and with best regards, remain

Yours very truly,

GUSTAV H. SCHWAB.

8522

### Petitioner's Exhibit 802.

Translation.

Per "St. Paul."

New York, May 22, 1908.

Management of the North German Lloyd, Passenger Depart., Bremen.

In reply to your today's cable:

"Bailages (Prinz Friedrich Wilhelm, June 25) biflorous how many are there?) finespun (First Cabin) fingers (Second Cabin) steerage, Drahtantwort?"

we cabled you:

"Bailages (Prinz Friedrich Wilhelm, June 25) flashily (first cabin is full) fingers (Second Cabin) tabbying (118) engaged; Steerage uncertain, expect present imparteth (high rates) will diminish eastbound movement"

and now confirm this.

As can be perceived from our advices, "Prinz Friedrich Wilhelm," June 25th from here, has been fully engaged for the first trip since several weeks. I. and II. Cabins are at present booked with 118 passengers, but we also expect to fill the steamer here.

Regarding the steerage number, under existing conditions it is difficult to make any calculations such a long time ahead. The passenger list of the last two weeks seems to indicate that the present high prices (our fast steamers \$37, our mail steamers \$31 and the other lines proportionately) obstruct the movement from here. There is undoubtedly a large number here who would return to the other side on account of the

8525

labor conditions here, but they cannot pay the present high rates. This is also shown in the increased number of passages from here which were bought from you during the last weeks, and also in the number of continental passengers, who have taken the Italian Lines, attracted by the low rates. A general reduction of the steerage rate on the part of all the northern lines would undoubtedly inject some life immediately in the returns and help business; at the same time, in our opinion, this would also result in injuring the competition of the Russian, the New York & Continental Line, and, not least, the Italian Lines.

Respectfully,

OELRICHS & CO.

### Petitioner's Exhibit 803.

Translation.

Cable.

New York, May 22, 1908.

Wiegand, Carlton, London.

All Atlantic conference lines except Cunard insist unqualified enforcement rule is imperative. Recent penalties showed immediate results. Immunity Zotti and position Cunard seriously affect all American business. As Italian lines practically stopped booking up to middle June present most propitious opportunity uphold integrity Confe. Believe emphatic control agents will not only reduce Continental business via Genoa but make inroads business Russian New York Continental Lines. Believe control now important as competitive rates.

SCHWAB.

## Petitioner's Exhibit 804.

Translation.

Cable.

8532

New York, May 22.

Wiegand, Carlton, London.

Conferences relative agreement now occurring separately between non-Italians and Italians. Slight progress, but Italians will undoubtedly ask that American, French Whitestar via Cherbourg be 37 whereas under agreement L these lines should take same rate as our Luise class. Italians will claim agreement L not binding upon them. Can matter be considered and remedy suggested?

SCHWAB.

#### Petitioner's Exhibit 805.

8533

Translation.

Cable.

May 25, 1908.

Wiegand, Carlton, London.

Whitestar makes condition that if any Meditline enters Boston they be free from agreement. Condition should not be accepted. Agreement might provide for rates in such event.

SCHWAB.

8534

#### Petitioner's Exhibit 806.

Translation.

Cable.

May 25, 1908.

Wiegand Carlton, London.

Do not agree your view general reduction continental east rates would have effect you anticipate my opinion it would be proper war measure believe our reduction 28 dollars will be partly effective but still consider general reduction most appropriate not only against Italians but also Russians New York Continental besides stimulating business.

8535

SCHWAB.

## Petitioner's Exhibit 807.

Translation.

Per "Kaiser Wilhelm II."

New York, May 25, 1908.

Management of the North German Lloyd,

Steerage Dept.,

Bremen.

We acknowledge receipt of your cable of the 23rd inst.:

8537

"Frenchman (reduce Steerage rate to) advantage (\$28) Postdampfer Eastbound also Baltimore, longicorn (inform Messrs. A. Schumacher & Co., Baltimore)"

which we immediately communicated per telegraph and letter to Messrs. A. Schumacher & Co., Baltimore.

Today we received your further cables of the 24th inst.:

"Caligraphy (refer to our telegram 23 inst.) bombastry (cancel order) frenchman (reduce steerage rate to) unheilbar (rate to be) adverbial (\$30)."

8538 Today:

"Calipash (refer to our telegram of 24th inst.) not adverbial (\$30.) but adversely (31),"

whereupon we immediately wired Messrs. A. Schumacher & Co., Baltimore, to cancel the reduction in rates given them Saturday. They advised us per telephone that they had already advised their agents Saturday afternoon by postal card of the reduction, and instructed you to cancel the rate per telegram at least with the bigger agents. A few hours later we received your further cable of today:

"Verslagen (our telegram of) backlash (May 23) perlbohne (is correct) reading frenchman (reduce steerage rate to) advantage (\$28) Postdampfer Eastbound also Baltimore. longicorn (inform A. Schumacher & Co., Baltimore) cancel others."

and have accordingly issued new steerage price lists with the reduction of the mail steamer rate to \$28, advised the more important agents per telegraph of the reduction, so that if at all possible it would be used against the SS "Estonia" 27th inst. from here (of the Russian Volunteer Fleet). We, of course, both write 8540 and wired A. Schumacher & Co., Baltimore, again of the reduction.

Very truly yours, OFLRICHS & CO.

## Petitioner's Exhibit 808.

Translation.

(Cable from Lloyd to Oelrichs & Co.)
May 29, 1908.

Referring to Sanford's cable to Peters May 26 Brown's Attitude Zotti affair contrary to article Twenty bylaws contract AA Feb. 5 May render Cunard Line liable Breach of Contract.

8543

#### Petitioner's' Exhibit 809.

Translation.

(Cable from Lloyd to Oelrichs & Co.)

May 30, 1908.

Article twenty by-laws Pool agreement Feb. 5, interdicts agents book or take interest in booking passengers for new competitors under penalty disqualification.

### Petitioner's Exhibit 810.

8545

Translation.

June 6, 1908.

Cable.

Wiegand Lloyd Bremen.

Had long interview Vernon Brown. Brown says agency dispute easily solved if Hapag White Star will disqualify Dellipaoli Italian agent thus improperly joining Italian and Continental questions. Refuses recede this arbitrary decision despite records show his failure since February to comply requests show proof, he claims holds, of Dellipaoli's violations before Medit Conference broken. See Sandford Circular Letters, January, February. Brown claims London contract does not compel him joint enforcement Continental Conference rules which enforcement would largely stop diversion business to Russian Italian lines. Suggest have this circulated through Peters. Shall return Tuesday unless receive contrary instructions.

HELMOLT.

8547

### Petitioner's Exhibit 811.

Translation.

Per "La Lorraine."

New York, June 10, 1908.

Management of the North German Lloyd,

Passenger Dept.,

Bremen.

We beg to acknowledge receipt of your today's cable where with you give us the Pool stand of the Continental, respective N. D. L. V., for the past week, 1-8 inst., as follows:

8549

"Pool abgewohnen (plus 713 abigunt (plus 804) cribble (minus 2165) abesasteis (plus 568) adeptionis (plus 3000—) abiosa (plus 818) abatasso (abatano plus 204) diladpidate (minus 3000—) blithesome (minus 388) cadastral (minus 628) or

Westbound.				Eastbound.			
Plus Plus	804	Minus — Minus 2165 Minus —	Nasm Lloyd	Plus Plus	204	Minus Minus	3388
	2085	216	5		4022		4016

8550

Difference 80 Difference 6

The differences may be due to an error in calculation or in communicating it to you, or perhaps to mistake in the Code Word, which will shortly be corrected.

The purpose of this letter is to inquire whether it would not be advisable, especially under the existing conditions and circumstances, to advise us through some additional Code Words at the same time of the present pool stand of both parties, the N. D. L. V., or the Continental and British Lines. We await your advices in this regard and remain

Respectfully,

OELRICHS & CO.

Translation.

Bremen, July 2, 1908.

Mr. Gustav H. Schwab, New York.

We received the final prints of Agreements H-2, X, Z and AA from the secretary today. Although we assume that you received copies of these direct from the office of the secretary we take the liberty of sending you a set with this mail, to go sure. We will also send you a copy each of the remaining agreements, as soon as we receive the same.

8552

Respectfully,
NORTH GERMAN LLOYD,
Passenger Dept.,
V. Helmolt.

### Petitioner's Exhibit 813.

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Jul. 4, 1908.

8553

Cable Lloyd steamers selected competitive steamers July on account of provisions.

## Petitioner's Exhibit 814.

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Jul. 9, 1908.

Reduce prepaid rate to \$34.50 plus headtax New York express.

# Petitioner's Exhibit 815.

8555

Translation.

Bremen, July 9th, 1908.

Mr. Gustav H. Schwab, New York

Enclosed we beg leave to hand you one copy of agreements V and W.

NORTH GERMAN LLOYD.

#### Petitioner's Exhibit 816.

8557

Translation.

Per "Kaiser Wilhelm der Grosse."

New York, July 25, 1908.

North German Lloyd, Passage Dept., Bremen.

In the absence of our Mr. Gustav H. Schwab, we acknowledge receipt of your favors of the 2nd and 9th inst. and the final copies of Agreements Hm, X, Z and AA, V and W enclosed therewith, for which we thank you,

8558

We have thus far received from the Secretary only the final copies of Agreements V, X and Z, of the other agreements up to date only proofs and corrected proofs.

Very truly yours,

OELRICHS & CO.

# Petitioner's Exhibit 817.

SS "Kronprinz Wilhelm".

New York, Aug. 8, 1908.

North German Lloyd, Steerage Dept., Bremen.

As previously reported to you SS "Barbarossa" 6th inst. from here was selected by the Special Committee of the Conference as fight against the "Russia" of the Russian East Asiatic Fleet, 5th inst. from here.

In settling with the steerage passengers of the "Barbarossa" it was not possible, at the last moment, to refund to the passengers mentioned below, who had already paid the \$28 rate, the difference. We included the passages in the list at \$23, less Agent's commission—the fight rate,—whereas the tickets read for \$28, the tariff rate.

We are communicating with our agents here, to ascertain the addresses of the passengers there, and will then further communicate with you in regard to the refund of the difference to the passengers.

Respectfully,

OELRICHS & CO.

8562	No. 65292,	Schwarz (Clausenius & Co.)			
~	No. 63523,	Schaefer "			
	No. 64978,	Oaston "			
	64977,	Kiemak "			
	64976,	Storzek "			
	62217,	Plevak "			
	62837,	John "			
	172659,	Demuth (Central Nat. Bank)			
	171270,	Schwechter (Bepler & Co.)			
	159862,	John Nagy Anna Lang (Henry Koch).			
	159937,				

### Petitioner's Exhibit 818.

8563

Translation.

Bremen, August 22, 1908.

Dear Mr. Schwab:

I hope you have arrived in New York in good health and spirits.

We are leaving for London this afternoon, where a steamship conference will be held again on Tuesday; the Italians, however, will not be there. They suggested meeting us in Rome on September 15th; but we do not care to go there in September, but shall try to effect a meeting with them in Luzern. The question involving the Hungarians and Danes, Swedes and Norwegians, will probably be entered into at the London Conference.

8564

I remain, with best regards,

Yours

HEINEKEN.

## Petitioner's Exhibit 819.

Translation.

Cable.

Aug. 26, 1908.

Schwab, Oelrichs, N. Y.

In Conference meeting Russian East Asiatic was admitted member of Conference on basis of certain percentage east and westbound. Mediterranean question will probably be discussed at next meeting. Confidential: Italian Lines having postponed meeting with us until middle September, Conference Lines insist upon Italian Lines stopping booking continental passengers pending negotiations. If Italian Lines decline, Conference Lines will take Italian passengers via Channel ports.

Leave for Bremen.

WIEGAND.

8568

Translation.

New York, August 28, 1908.

Confidential.

Director General Wiegand, North German Lloyd, Bremen.

My dear Doctor:

I beg leave to acknowledge receipt of your cable of the 26th inst. from London, from which I noted with interest that the Russian East Asiatic Co. has been admitted to Conference and that the Italian Lines have deferred their proposed meeting with you until middle of September. I hope that the Italian Lines will give up the booking of continental passengers. It seems very doubtful to me whether the booking of Italian passengers via Channel ports would harm the Italians. Presumably such a measure would result in business for the northern lines to and from Italy, thereby affecting mainly the Cie. Generale Transallantique. Whether the southern Italians could be swerved from their direct route seems to me to be very questionable.

If a Pool with the Italian Lines cannot be consummated I would urgently recommend trying to effect a rate agreement with them and to re-establish a Mediterranean Conference here, with a deposit of a large guaranteed sum on the part of each line. I am, with best regards,

Yours very truly, GUSTAV H. SCHWAB. 8570

8574

# Petitioner's Exhibit 821.

Translation.

Bremen, August 28, 1908.

Dear Mr. Schwab:

I wrote you on the 22nd inst.

In the meanwhile, we convened two days in London and cabled you the result briefly on the 26th inst.

The Russian-Asiatic was admitted in the Conference on basis of a certain west and eastbound share. The negotiations with the Cunard Line in regard to Fiume have not as yet been concluded and will probably be discussed in the next Conference; likewise the negotiations with the Danes in regard to the Scandinavian business are still pending. The Italians wished the negotiations with them postponed to the middle of September and originally suggested in its stead a meeting in Rome. We, however, rejected Rome, as it does not suit us to go to Italy just in September for the sake of these negotiations. We, for our part, had perhaps thought of Luzerne for the middle of September. In the interim the Conference decided to demand of the Italians that, until the conclusion of the negotiations, they refrain from booking continental passengers or otherwise the Conference would find itself compelled to adopt measures against the Italians. This was then communicated to the Italians in a telegram sent to Rome and the next day a reply was received, that Crespi, respectively Paratore were surprised at our telegram, as it had been arranged in Paris that no changes were to be made during the negotiations, but to demonstrate their friendly attitude, they were willing to hasten the conference and suggested that, to this end, we proceed to Karlsbad towards the end of this week, where Crespi was staying at the present time. As you know, nothing like this was conceded to the Italians in Paris; on the contrary Wiegand ex-

pressly stated to them that he could not say what measures the Conference would adopt to protect their interests. The request that we proceed to Carlsbad at the present time is an impertinence, and we entirely ignored it in our reply. In this telegraphic reply the assertion of the Italians that such an arrangement had been reached in Paris is most decidedly refuted and it is again remanded that the Italians do not book any continental passengers, as otherwise the Conference Line would institute measures against the Italians. No reply has as yet been received from the Italians. The measures contemplated by us are that those steamship lines, which stop at French Channel ports, shall book Italian passengers via these ports to Turin. Whether this will make any very great impression on the Italians appears somewhat doubtful to me; but nevertheless such a step would perhaps be inconvenient for them and furthermore they do not yet know what measures we will adopt against them, as we did not mention in our telegram what we intended doing, and perhaps they will become somewhat more vielding, if they see that we are in earnest. Wiegand wanted to write Crespi and suggest to him that they meet in Berlin on Sept. 15th. We would then try to negotiate alone with Crespi and Paratore; our side would only be represented by the Lloyd and the Hamburg American Line. Were we, however, to convoke the entire Conference (there were again about 40 gentlemen present in London) we would hardly arrive at any conclusion. Crespi is not untractable, but the other Italian Lines are his evil spirits, and it is, therefore, very much wiser to negotiate with him alone. Then, if a conclusion is reached, the other Italian Lines will probably join in it, as well as the remaining Conference Lines. This is the status today, in actual fact. just the same as when we adjourned in Paris.

8576

## Petitioner's Exhibit 821

Vernon Brown, who arrived a few days ago, attended the London Conference.

Please thank Mr. Winter sincerely for me for the newspaper clippings of your newspapers, which he has repeatedly sent me in the last few weeks. I hope, however, that Mr. Winter does not demand that I read them all, for they are too long for that, nor do they contain much news, as we have had most of these matters here also. Nevertheless, I am very much obliged to him for his attention.

I remain, with best regards, Respectfully,

8579

HEINEKEN.

Translation.

Bremen, Sept. 1, 1908.

My dear Mr. Schwab:

After having again returned here from my trip from Paris to Russia and on my homeward way, via London, Berlin, Dresden and Leipzig, I would, as usual, like to write you in regard to the business situation, as we view it from here, and first of all, express my wish that you have had a pleasant journey.

The most interesting matter that I have to advise you of is, first of all, the result of the conference in London on August 25th and 26th. As you may have heard, the cause of this conference was contained in the following issues:

8582

- 1). The negotiations to be conducted with the Russian East Asian Steamship Company.
- 2). The attitude of the Atlantic Conference to the contemplated Scandinavian Combination.
- 3). The agreement with the Cunard Line in regard to their Fiume service.
  - 4). The competition of the Italian Lines.

    The latter were not invited to the Conference.

No. 1. In regard to the Russian East Asian, the lines were chiefly confronted with the question whether it is advisable to effect an agreement with this concern, which seems to be very unfavorably placed financially, and thereby strengthen its position. In this connection it had to be taken into consideration that the placing of new steamers of the East Asian into service would probably have rendered its service still more unprofitable for the present. Nevertheless, the lines arrived at the conclusion that if an agreement could be reached with the Russians on an acceptable basis, an agreement could not be rejected unjustifiedly. General Director Ballin, in particular,

took the stand that a direct competition from Russia would have to be figured with in the future; that, perhaps, if great sacrifices were made, it might be possible to exclude this competition temporarily in times of poor business, but that, with the return of better times, it would again make its appearance and again cause us difficulty. Under these circumstances it was certainly advisable to make an agreement today with the Russian Line, while it was still very small, especially if thereby certain guarantees were obtained that Russia would offer no further competition.

In regard to the participation to be granted the Russian East Asiatic, it was ascertained by excluding the current abnormal year, that the East Asian had enjoyed a participation of 1.33% westbound and 1.55% eastbound in the entire transportation of the Atlantic Conference in the year 1907, alone, with 17 expeditions westbound and 15 eastbound. On basis of the 24 departures per year in each direction this would have resulted in 1.88% westbound and 2.48% eastbound. The Lines agreed to concede the East Asian up to 2% westbound and 21/2% eastbound and to reduce the number of its obligatory sailings, event-

ually, to 18 (and not more than 24).

During the negotiations the R. O. (Russian East Asian) declared the offer of 1.88 respectively 2.48 to be non-acceptable, as this would not cover its costs. It stated that in the main it was dependent on the revenue from the steerage business. The offer of the Atlantic Conference even in a very good year, would only allow it about 1200 passengers per steamer. The Russian East Asian desired that the offer be retained as basis which Mr. Peters had made both Russian Lines in March of this year, namely 6% westbound and 8.5% eastbound, of the transportation of the Continental and Russian Lines, which would result in a participation of 3.83% westbound and 4.69 eastbound

under the Atlantic Conference Pool. The Russians gave as the reason for their demands that it was chiefly due to their efforts that the Volunteer Fleet had withdrawn from New York Service. This demand was refused by the Atlantic Conference, if only for the reason that the then offer stipulated a very much larger number of sailings as was now being considered, and because the East Asian could not guarantee that the Volunteer would not again resume the service. The East Asian finally submitted the ultimatum: 21/2% westbound and 3% eastbound, which offer was accepted. They proposed joining the pool only for a year for the present, but upon the representations of the Atlantic Conference Lines declared their willingness to make it non-withdrawable until February 28, 1911. The East Asian assumed the obligation not to transport Scandinavian and Finnish passengers, as also only to stop at Rotterdam, and that only eastbound, of the continental steerage ports. The East Asiatic declared they could not guarantee that a new direct competition would not arise in Russia, just as little as they could guarantee that the Danish East Asian (with whom, as known, they are closely allied) would not transport steerage to North America. Against this, it was agreed that in case of such competition the contract would immediately be cancelled by the Atlantic Conference Lines.

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No. 2. In regard to the position to the contemplated Scandinavian Combine the opinions of the British and Continental Lines varied.

As is known, the question involved is the organizing of a combination for the purpose of forming a mutual Scandinavian service, comprising 6 ships, two each under Danish, Swedish and Norwegian flag. The material would be supplied by the Scandinavian American Line which would be absorbed in the new company, and the Danish East Asian.

The Danish gentlemen stated that in Norway it was intended to form a national line under the protection of influential men-under the leadership of the former Minister Michelsen, and that Sweden would follow Through such an enterprise the inthis example. terests of the Scandinavian American Line would be badly injured. They, therefore, had decided to anticipate this enterprise by organizing the contemplated combination and even though they could not guarantee that all competition would be eliminated thereby, nevertheless they personally were firmly convinced that this aim would be reached.

The English Lines stated that they had thoroughly examined this proposition and had arrived at the conclusion that it would be advisable to assume a negative attitude. The business was not so important to justify such an enterprise or to offer a profitable basis for it. It was proper that the desire for a national line existed in certain circles in Norway, but intelligent men here as also in Sweden (as evidence an article was read from the "Farmer"?) criticised such a proposition very unfavorably and they were convinced that no one would invest his money in such an enterprise if it became known that such an organization would from the very first, have to fight a very bitter rate war with the well established and financially well situated British Lines. They could, therefore, not accept the proposed extension of the service of the Scandinavian American Line and would most certainly oppose it.

The propositions of the Danish gentlemen, were therefore, flatly rejected for the present.

Hereupon motion was made by the Continental Lines to induce the British Lines to take a more conciliatory attitude and to persuade them at least to receive the demands of the Scandinavian Line and to investigate them.

The C. L. were of the opinion that in Denmark, as in other countries, a national line would arise in time.

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In order to sustain the life of such a line it did not at all require, as experience had taught, a subsidy in ringing gold, but there were other means to protect the national navigation. But if Norway first had its own line, Sweden, which is very jealous of Norway, would most certainly also have its national line.

The British Lines replied to this that such a development would not be unfavorable, but, on the contrary, favorable for them, for the lines would then attend to it, through mutual competition, that neither of them would remain in existence. This was much more advantageous for them than the creation of a uniformly managed enterprise, which could more easily establish its service on an economic basis.

It was further more explained by the English Lines that the present time was especially unfavorable for negotiations with the Scandinavian Lines because the B. L.—especially the Cunard—owing to their heavy plus were compelled to advance their Scandinavian rates materially, on account of which a good deal of business was lost to the Forenede, which, of course, will rely upon the favorable results they had this year.

Mr. G. D. (General Director Wiegand) replied hereto he could hardly conceive of a stronger argument for the consummation of a contract with the Scandinavian Line than what had just been remarked by the B. L. The Atlantic Conference could certainly never exert its favorable influence if the Danish Line did not also join, for the same situation that existed this year could be repeated any time and the Lines would then only have the opportunity to keep the rates low or to force the business to an outsider on account of prohibitive prices. The time was most opportune for an agreement, for today, it must mean a good deal for the new concern to provide for itself the possibility of existing by avoiding a fight.

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The B. L. did not share this view of the C. L. With a small participation improvement, compared with last year's results, the Scandinavians would not be at all satisfied, if only in view of the contemplated inclusion of new ports in their business. The British Lines viewed the principal danger exactly in this extension of their connections, more so even than in the contemplated placing into service of 2 new ships.

Finally the B. L. declared their willingness to again meet with the Danes and from this conversation resulted the agreement to again meet the Danes in Liverpool for further negotiations. The Danes will submit two prepositions; one for a participation of the new combination; another for the admission of the Scandinavian American Line in the Atlantic Conference Agreement on basis of their previous service.

The B. L. declared that they would only consider the second proposition, for the reason that they adhered to their opinion that a negative attitude towards the far reaching plans of the Scandinavian gentlemen was the only correct policy.

No. 3. The negotiations with the Cunard Line were conducted by a small Committee and have not as yet resulted in a final conclusion. The pending differences. however, are of a nature that it may be assumed that an agreement will be reached at the next Conference. They consist chiefly in the fact that the Continental Lines desire to fix a share of the HUNGARIAN business for the Fiume-Triest service, based on the results of the years 1906-7, whereas the Cunard Line desires a share on basis of the years mentioned under the Atlantic Conference Pool. Both parties are hereby acting on the supposition that the Hungarian emigration is subject to especially strong fluctuations and in all probability, would not in future comprise the same heavy percentage of the general emigration as in 1906/7. The Cunard is not indisposed to agree on

basis of a share of the Hungarian business, but in this case, wishes a more favorable basis, respectively further guarantees than the figures of the year 1906-7 would offer.

No. 4. In regard to the Italian question preliminary to the conference, differences had already arisen to the extent that the Italian Lines had protested against the reduction of the eastbound rates for the SS "Gascogne," "Chicago" and "Floride" and referred to the fact that it had been agreed in the Paris Conference not to change the rates until the next conference.

General Director Wiegand replied to this telegram of the Transatlantique that no such agreement had been made. The matter was officially adjusted in the manner that the Transatlantique withdrew their rate reduction with the exception of SS "Floride" for which it retained the rate of \$17.

In the Conference the Lines chiefly discussed the question whether they should refrain from further measures for the present or what else should be done. As is known, the Atlantic Conference Lines had agreed among themselves at the Paris Conference not to make any change in the existing rates until the end of August, whereas according to the last advices received from Mr. Crespi the earliest that a conference would be held would be middle of September, at which time the Italian question could be considered and adjusted.

From the discussion it was seen that a "waiting" attitude of the Atlantic Conference Lines could only be continued in the future if the Italian Lines would also declare their willingness to refrain from booking Continental passengers and to again establish the *status quo* until further notice. Accordingly, a telegram was sent Mr. Crespi, who refused in his reply to stop booking continental passengers, but suggested a conference for the "end of the week" in Carlsbad to adjust the question.

Sincere regards,

Respectfully,

PLETTENBERG.

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# Petitioner's Exhibit 823.

Translation.

New York, Sept. 2, 1908.

Director Heineken, North German Lloyd, Bremen.

Dear Mr. Heineken:

I am in receipt of your favor of Aug. 22nd and hope that you will succeed in the Conference with the Italians on Sept. 15th to effect a Pool. It would please me to hear that the East Asiatic competition has been eliminated in the London Conference. I hope that you have also arranged the Hungarian question with the Cunard Line.

With best regards, I am,

Very truly yours, GUSTAV H. SCHWAB.

8604

Translation.

Per "St. Paul."

New York, Sept. 4, 1908.

North German Lloyd, Passage Dept., Bremen.

As per cable of the Pool Secretary Mr. H. Peters to the Secretary of our conference here, during the last meeting of the Lines in London on Aug. 25th an agreement was reached with the Russian American Line (former Russian East Asian Fleet) for East-bound and Westbound business, respectively they joined the Agreement.

The Russian American Line hereupon requested that they be allowed to join the conference here, and we enclose herewith Continental Conference Minutes No. 174, Meeting of the 2nd inst., in regard to the entrance of the Russian American Line to this Conference.

Respectfully,

OELRICHS & CO.

# Petitioner's Exhibit 825.

Translation.

New York, Sept. 9, 1908.

Baron von Plettenberg, North German Lloyd, Bremen.

Dear Mr. von Plettenberg:

I am in receipt of your favor of the 1st inst. and must thank you most heartily for the trouble you have taken in writing me so fully regarding the proceedings at the Conference in London. It was very interesting to receive such detailed information thereof. I was glad to note that the Russian East Asiatic S. S. Co. has joined the Conference, but regret that the British Lines hold themselves aloof from an arrangement with the Scandinavian Combination. I hope that the further negotiations with the Danes in Liverpool will bring about a change.

I further observed that the differences still existing in the Cunard Line are such that it may be assumed that an agreement with the Cunard Line regarding the Hungarian business may be affected at the next conference.

I look forward to your further details regarding the negotiations with the Italian Lines with great interest, and am, with repeated heartiest thanks and best regards,

Very truly yours,
GUSTAV H. SCHWAB.

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#### Petitioner's Exhibit 826.

8611

Translation.

Cable.

New York, Sept. 16, 1908.

Wiegand, Palast Hotel, Berlin.

Telegrams received. Held meeting with Ital lines this afternoon. British Lines, Fabre, not instructed. If these then instructed lines decided send out circulars raising rate to-morrow. Have you communicated Havre. Ital lines have cable from Berlin claiming agents disqualified or fined should be reinstated and or fines remitted. Did you agree? This would be dangerous precedent for future.

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SCHWAB.

#### Petitioner's Exhibit 826 1-2.

Translation.

Cable.

New York, Sept. 17, 1910.

8613

Wiegand, Palast Hotel, Berlin.

All lines now prepared to act advancing rates except American, White Star, Cunard, French, who have not received cables.

SCHWAB.

# Petitioner's Exhibit 827.

Translation.

Per "Kronprinzessin Cecilie."

New York, Sept. 26, 1908.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your cable of today:

"Unlawed (reduce prepaid) New York Regular Baltimore Adunque (\$27.50) plus Headtax Longicorn (inform A. Schumacher & Co.)."

and note the reduction in the prepaid rate for our Mail Steamer, as also for the Baltimore steamer, from \$30 to \$27.50.

We have immediately wired and written Messrs. A. Schuchmacher & Co. the contents of your cable.

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 828.

8617

Translation

Per "Kaiser Wilhelm der Grosse."

New York, Oct. 16, 1908.

Management of the North German Lloyd, Steerage Dept. Bremen.

In order to give better and quicker expression to the agreements reached here in London last February by the Steamship Lines, and the co-operation of the continental, English and Canadian Lines conditioned thereby, it was considered advisable to call into life the

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"American Atlantic Conference"

This Conference is to treat the questions which are of general interest to the Lines interested in the agreements in London, and to settle them, whereas the Continental Conference and North Atlantic Conference continued their existence as before and represent the questions and interests of the lines belonging to them. It was further determined, to obtain better control, to divide the work in 5 divisions:

a. The Canadian Lines for their territory

b. The New York, Phildelphia and Baltimore Lines as before, with the assistance of the Committees of General Agents in Boston, Chicago and San Francisco.

8619

c. d. and e. for their special districts.

We have already sent you the Minutes of the first two Meetings of this new conference, but are now sending you, to complete your records, copies of the same and the Meetings: No. 3, July 23rd, No. 4, July 30th, No. 5, August 13th, No. 6, 3rd inst. We do not believe they require any further explanation.

Respectfully,

OELRICHS & CO.

## Petitioner's Exhibit 829.

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Oct 24, 1908.

Conference made Pool agreement with new Scandinavian combine. No definite understanding regarding Mediterranean business only provisional eastbound rate agreement till end November fixing rates thirty twenty-seven twenty-five dollars Italians to quote three dollars more Triest Fiume commission two dollars rates becoming operative immediately Peters cabling schedule Sanford. Most lines will quote head tax separately.

Translation.

Per "Kronprinz Wilhelm"

New York, Nov. 2, 1908.

North German Lloyd, Steerage Dept. Bremen.

We acknowledge receipt of your today's cable:

"Unlavished (Advance prepaid rates to) New York express adnotum (adytum?) (\$38.-50) regular advertency (\$31.50) Baltimore, advertency (\$31.50) Galveston advisedly (\$34) plus head tax longicorn (inform A. Schumacher & Co.) Holt."

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and immediately advised Messrs. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston, by wire and letter, of the increase in the prepaid rates referring to Baltimore and Galveston.

We will endeavor to issue our price circulars today still, eventually we will only distribute same on account of tomorrow being election day, on Wednesday morning.

> Respectfully, OELRICHS & CO.

# Petitioner's Exhibit 831.

Translation.

New York, November 11, 1908.

North German Lloyd, Passenger Dept., Bremen.

We confirm the receipt of your today's cable:

"Unlawed (reduce prepaid rate) Baltimore adventures (\$29.50) Galveston advertency (\$31.50) Longicorn (inform A. Schumacher & Co.) plus head tax. Holt."

8627

from which we note that you have reduced the Prepaid Rate for the

Baltimore Service from \$31.50 to \$29.50 Galveston Service \$34. 31.50

of which we have immediately informed Messrs. A. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston.

Very truly yours, OELRICHS & CO. Translation.

New York, December 4, 1908.

per "New York"

North German Lloyd, Passenger Department, Bremen.

We beg to acknowledge receipt of your telegram of today:

"Unlavished (advance prepaid rate) New "York express affabrous (\$43.50) regular and "Baltimore adijtum ?adytum (\$38.50) Galves"ton advocating (\$36.50) plus tax. Longicorn "inform A. Schumacher & Co.) Holt."

and took notice of the increase of the prepaid rates for fast steamers to \$43.50, for the regular twinscrew steamers to \$38.50 for the New York service, and to \$38.50 for the Baltimore service, and to \$36.50 for the Galveston service.\* We have communicated this by telegram and by letter to Messrs. A. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston.

Respectfully yours,

OLERICHS & CO.

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\*plus head tax.

## Petitioner's Exhibit 833.

Translation.

per "St. Paul"

New York, February 18, 1909.

North German Lloyd, Steerage Passenger Department, Bremen.

We acknowledge receipt of todays' telegram (2)

"Unlavished (advance prepaid to) New York regular aeroscopy (\$41.—)."

from which we have noted the increase of the prepaid rate for our mail steamers from Bremen to New York to \$41.—, plus \$4.— head tax.

The increased rate will be communicated to our agents tomorrow by circular.

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 834.

8635

Translation.

Bremen, February 19, 1909.

My dear Mr. Schwab:

I acknowledge, with thanks, receipt of your esteemed letter of the 9th inst., which I received today.

HUNGARIAN CONTRACT. In the meanwhile a conference has again been held with the Hungarian Government on the 12th and 13th inst. in Vienna in the presence of representatives of all the Pool Lines. I have copied these negotiations and I understand, a copy has been sent you by Director Heineken. The prospects of coming to an agreement with the Hungarian Government are, therefore, not poorer, as the desire for this agreement exists on both sides, and especially so on the side of the Hungarian Government. It is only regrettable, that the Hamburg-America Line during the negotiations with the Cunard Line in Berlin on November 26, 1908, suddenly projected the demand, as stumbling block, that it would not make any arrangements with the Cunard Line in regard to the Hungarian business westbound on the basis agreed, unless simultaneously an agreement was consummated eastbound.

This demand, the Cunard Line—not entirely unjustly—viewed as a certain disloyalty of the pool line, as there was no question of a west—and eastbound agreement in the conferences in Paris, which were held between Mr. Watson and our General Director Dr. Wiegand, but in agreeing in regard to the percentage participation of the Cunard Line in the Hungarian business, only a westbound agreement was mentioned.

Accordingly, the solution of this question as well as the entrance of the Cunard Line in the Mediterranean business has now been postponed until the large 8636

Atlantic Conference, which is to be held the end of March in London. If the Hungarian Government also sends its representatives to this conference, then the simultaneous solution of these three questions, which are bound so close to each other: the Cunard contract, Mediterranean contract including Cunard, the contract with the Hungarian Government may then be expected.

MEDITERRANEAN CONTRACT. You have also heard in regard to this from Director Heineken, likewise receiving a copy of the progress of the negotiations, so that there is nothing I need add.

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STEERAGE RATES. Owing to our continually increasing Plus Westbound and in view of the emigrants here, to transport whom we must place into service unprofitable special steamers, we resolved yesterday—very unwillingly on my part, as I seriously doubt the wisdom of this—to advance our steerage rates for New York by Mk. 10, therefore to Mk. 170. If the extra headtax of Mk. 17 imposed is added, making the amount Mk. 187, this is an enormously high price for transportation in the steerage of a mail steamer.

Enclosed a copy of the last two pool statements. With best regards, also to Mr. Winter, whom I thank for the file promised me, I am

Respectfully,

PLETTENBERG.

#### Petitioner's Exhibit 835.

8641

Translation.

per "St. Louis"

New York, March 5, 1909.

North German Lloyd, Steerage Dept., Bremen.

As you can see from the enclosed post card of the White Star Line, Boston, and the circulars sent you previously, etc. of the other English Lines, they intend to allow 25 cents Commission on Prepaid Passages for nursing infants from the Continent, as well as from England, Finland and Scandinavia.

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Respectfully, OELRICHS & CO.

# Petitioner's Exhibit 836.

Translation.

New York, March 5, 1909.

Dear Mr. von Plettenberg:

I beg leave to acknowledge receipt of your valued favor of February 19th, contents of which I have noted.

HUNGARIAN BUSINESS. I have received from Director Heineken a copy of the report relative to the negotiations in Vienna and have read them with great interest. I sincerely trust that they will lead to an arrangement which would also result in the entry of the Cunard Line into the Mediterranean Agreement.

STEERAGE PASSENGER PRICES. I regret the increase in the steerage rates for New York to M.170, which, for a large part of the steerage public, are prohibitive. I thank you very much for sending me the pool status, which I have noted, and remain, with best regards.

Yours very truly, GUSTAV H. SCHWAB.

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Translation.

Bremen, March 29, 1909.

Mr. Gustav H. Schwab, New York.

My dear Mr. Schwab:

The Paris negotiations did not have much positive result. Our motion to advance the II. Class Rates, unfortunately, was refused in consequence of the position taken by the Allan Line; also a further motion of mine, at least to increase the II. Class Rates for Continental business was not carried on account of the position of the Allan Line, who demand an exception for their Havre-Canada service. It was resolved to advance the rate for infants, eastbound and westbound, beginning July 1st, to Mark 10 plus headtax for III. Class, respectively steerage to Mk. 30 for II. Class and Mk. 40 for I. Cl.

As you know, the Cunard Line has pleaded for a long time for a reduction in the differential rate between SS "Kronpringessin Cecilie" and "Kaiser Wilhelm II." and the "Mauretania" and "Lusitania" and our gentlemen, it appears, had made them certain concessions. Upon the motion, to advance the rates of both our steamers mentioned above to the same level as the "Mauretania" and "Lusitania" I could not accept for the reason that hereby the difference between "Ceceilie" Class and all other steamers would have made a difference of Mk. 20 against us. I therefore submitted the counter motion to allow the Cunard Line to fix the rate for both their express steamers to £25, i. e., therefore, to reduce it to Mk. 10. I felt that this was all what the Cunard Line wanted and it was unanimously accepted with the exception of the Allan Line. I hope that we will not be injured too heavily 8648

through meeting them in this manner. Simultaneously the Cunard Line pleaded for a reduction in their II. Class rate for "Caronia" and "Carmania" amounting to 10 Shilling, whereupon the White Star Line demanded a similar reduction for their "Oceanic" and "Adriatic." Allan and Transat opposed this. As entire harmony was not obtained in either question, they will be submitted to Mr. Wilding for decision as per Art. 17, Agreement V and Art. 14, Agreement W. Furthermore, negotiations were conducted with the

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Cunard Line in regard to their position in the Mediterranean business, which are to be continued at a Conference to be convened in May in London and the prospect seems justified that the Cunard Line will join the Mediterranean Pool, and this on basis of the contemplated quota of 6%. For the present the Cunard Line stated its willingness to drop its objection to an advance in the Mediterranean eastbound rates. A cable has been sent from Paris direct to Mr. Sandford in this connection. I hope that this also gives us the opportunity to advance our Continental eastbound rate, provided that we do not need to fear giving the North West Transport Line any business by so doing. In view of this latter competition the conference decided on the re-introduction of the New York Committee. It is not intended to begin immediately and under all circumstances with the placing of war steamers into service, but rather, this is to occur if the New York Committee considers such action necessary. The reintroduction of the Committee only aims, therefore, at the given moment, to be able to proceed against the North West Transport Line, without time being lost on this side through negotiations in regard to the amount of the compensation, etc.

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With best regards, I am

Very respectfully, v. HELMOLT. Translation.

Bremen, March 30, 1909.

Dear Mr. Schwab:

Returned from Paris, I am glad to be able to report to you that we have advanced quite a step with the Cunard Line in the Italian question and can now practically consider this question settled. As you know, the Cunard Line made its entrance into the Mediterranean Pool conditional upon an adjustment of the Hungarian question, which latter was chiefly, in its turn, dependent on an agreement between the Government and the Continental Lines. The negotiations. which were most persistently and almost uninterruptedly conducted with the Hungarian Government for the last few years, and in regard to which you were kept posted in detail, had unfortunately not led to any result hitherto, as up to the present it was impossible for us to convince the Hungarian Government that certain demands made by it were useless and could not practically be carried out. In this connection I would like to mention only the demand of the Government, that all persons whose duty it was to serve in the army, must be rejected even though they had arrived at their port, as also the demand, to state in all prospectuses, even in those printed in America, that Hungarian passengers without passports, will not be accepted by the Continental Companies. Such regulations, especially as they would be utilized to the utmost by the competition, would of necessity have to result in the Continental Lines losing a great part of the Hungarian business, which would seek new channels; they would cause us an immense loss without helping the Hungarian Government. The Lines, consequently, are unanimously of the opinion that further negotiations with the Government would have little sense and we

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therefore considered it wisest to frankly discuss the situation with the Cunard Line and to try to effect an arrangement with it, independent of the position of the Hungarian Government. In order to finally adjust this question, we have agreed on a further conference on May 6th in London, after the negotiations conducted to date make an agreement seem very probable. The Cunard Line also formally reserved its decision in regard to the Italian question to this conference, but it is almost as good as settled today, that it will join the Mediterranean Pool with the contemplated share of 6% eastbound, which, consequently comprises all the companies involved, outside of the new Greek (Embiricos) Line. In order to give evidence of their good intentions, the Cunard Line immediately withdrew its objection to the contemplated increase in the eastbound Mediterranean rates and consented to join the other lines in regard to the eastbound prices. I had Peters cable Sanford immediately in regard to this and hope to receive advices within the next few days from you in regard to an increase in the rates. Some slight difficulty will be caused by the fact that the Fabre Line lay claim to a certain differential for their "Roma" and "Germania." It is true that such a desire was expressed at the time in Paris and more or less recognized as justified by the parties, and we, for our part, would be willing to allow the Fabre Line a differential up to \$2 for the steamers mentioned, as far as this could be done without counterclaims being made by other lines, which would render still more difficult the consummation of an agreement.

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You have already been advised per cable of the increase in the II. Class Mediterranean rate westbound; I hope that there is no obstacle in the way of a corresponding increase in the eastbound rate to \$65.

Director v. Helmolt, respectively Mr. v. Plettenberg have undoubtedly reported to you in detail in regard to the other results of the Conference. I should like to add that the re-appointment of the Fighting Committee (Cl. 22) has for its end only the desire to be prepared should circumstances make it imperative to employ war steamers against the North West Transport Line. At the present time, when the line mentioned can only show a very small passenger list from the other side, the employing of war steamers would probably only be throwing money away and that we cannot very well afford today under the existing conditions. I should like to hear from you whether you believe that an all-round advance in the continental eastbound rates under prevailing circumstances, would be met with objections. Inasmuch as the eastbound Mediterranean rates will probably be advanced within the next few days, an increase in the continental rate would be rather desired by us, in view of the eastbound figures, which could hardly be called unimportant.

With best regards, I remain,

Respectfully,

HEINEKEN.

## Petitioner's Exhibit 839.

Translation.

New York, April 9th, 1909.

Director Heineken, North German Lloyd, Bremen.

Dear Mr. Heineken:

I acknowledge receipt of your favor of March 30th and was glad to note that you have made progress in the matter of the agreement with the Cunard Line in the Italian question and that the same may practically be considered as settled, even though an understanding between the Hungarian Government and the Continental Lines cannot be reached. I observed that final settlement of the question of the Cunard Line will be made at the conference in London, May 6th, up to which conference the Cunard Line formally reserved decision in the Italian question, while it is already established that they will join the Mediterranean Pool with a share of 6% eastbound. That the long-desired settlement with the Cunard Line is now in sight, I greet with pleasure. I hope that we will now succeed in solving satisfactorily the various questions now pending with the Cunard Line.

In the eastbound Mediterranean rates we have overcome the objections of the Fabre Line regarding their differential rate on the "ROMA" and "GERMANIA" and the increase of \$3 in this rate takes effect for steamers after April 20th. The "Roma" of the Fabre Line is placed in the same class as the "Madonna" whereas the "Germania" of the Fabre Line remains \$2 under the "Roma."

The "small committee" mentioned by you (we had better not call it by another name for reasons known)

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### Petitioner's Exhibit 839

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has been recalled to life. I hand you a confidential notice sent out by the Secretary in this matter. The committee will begin work as soon as necessary.

An increase in the Continental Eastbound rates I could recommend now that the eastbound Mediterranean rate has been increased. The representatives of the Steamship companies here are generally favorably disposed toward an increase of \$3. I am, with best regards,

Yours very truly, GUSTAV H. SCHWAB.

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### Petitioner's Exhibit 840.

Translation.

New York, April 12, 1909.

Director C. von Helmolt, North German Lloyd, Bremen.

Dear Mr. von Helmolt:

I beg leave to acknowledge receipt of your valued favor of March 29th and thank you very much for your report on the negotiations in Paris. I hope that at the Conference May 6th in London Cunard Line will definitely join the Mediterranean Pool on the basis of the quota of 6% contemplated.

The Committee which you mentioned has been renewed but will not take any action until it is found necessary. I noted your correspondence with the Cunard Line regarding the execution of the regulations of agreement "H2." In the transaction mentioned by the Cunard Line we did not, in our conception of the matter, take the stand that payment of commission should be put on the Cunard Line. I have explained this matter in the enclosed letter written in English, so that you can send it to the Cunard Line if you desire. I am, with best regards,

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Yours very truly, GUSTAV H. SCHWAB.

#### Petitioner's Exhibit 841.

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Translation.

Bremen, April 21, 1909.

Mr. Gustav H. Schwab, c/o Oelrichs & Co., New York.

Dear Mr. Schwab:

I wrote you last on the 15th inst. and received in the meantime your kind letters of the 9th and 12th inst., for which I thank you.

We will have a meeting with the Cunard Line on May 6th in London, and I hope that the matter regarding the Mediterranean agreements will also be perfected with this I line. The increase in the eastbound Mediterranean and Continental rates has been effected in the meantime, and I am glad that the endeavors of the "Small Committee" have been successful in this regard.

With best regards, (Signed): HEINEKEN.

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# Petitioner's Exhibit 842.

Translation.

Bremen, April 21, 1909.

Messrs. Oelrichs & Co., New York.

In conformity with A. C. Resolution 106 the steerage rate for nursing infants, beginning with July 1st, this year, shall be increased:

Eastbound to \$2.50,

Westbound to \$2.50 plus Head Tax.

The Maximum Commission on passages for nursing infants allowed is 25 cents. We would request you to do the needful. Messrs. Schumacher & Co. and Alfred Holt were notified direct by us.

Respectfully,

N. G. L.

Per "Lusitania."

New York, April 27, 1999.

North German Lloyd, Steerage Passenger Department, Bremen.

For routine's sake we beg to acknowledge receipt of your cable of the 14th inst.:

"Freebooter (all lines will advance outward "rates) forefather (Mediterranean steerage "business) by actionists (\$3) also freezing (ad"vance outward rates) Waldglocke (to Bre"men) express aeromancy (\$40) Baltimore "New York regular advigilate (\$33) Galveston "advisedly (\$34) issue tariffs axleguard (April "17th) longicorn (inform A. Schumacher & "Co.) longipulp (inform Alfred Holt),"

contents of which we have communicated by letter and by telegram to Messrs. A. Schumacher & Co., Baltimore, and to Mr. Alfred Holt, Galveston.

The increase of the Mediterranean prices, as well as the increase in the rates to Bremen, respectively on part of the English Lines to Continental ports, has been made, as you will have seen from the circulars and price lists which you have received in the meantime.

Respectfully,

OELRICHS & CO.

8679

### Petitioner's Exhibit 844.

Translation.

Bremen, June 10, 1909.

Messrs. Oelrichs & Co., New York.

A short time ago the question of the Cancellation fee for Prepaids was taken up in the Atlantic Conference. According to R. G. 482 this should now be referred to the New Yorker Conference for decision. We advised the Secretary at the time that we usually deduct 10% when refunding Prepaids in case of cancellations, but do not recognize allowances if the trip cannot be undertaken on account of sickness, respectively if the passengers are rejected at the physician's examination here.

We would thank you to let us know how the matter has been settled there.

Respectfully,

N. G. L.

8682

#### Petitioner's Exhibit 845.

8683

Translation.

Bremen, July 12, 1909.

Messrs. Oelrichs & Co., New York.

We beg to call your attention to the fact we must account for those steerage passengers, who are transported from Mediterranean ports to the United States and who are not residents of

Italy

Greece

Asia or

Africa

8684

in the Atlantic Conference Pool besides the Mediterranean Pool. We, therefore, would request you to kindly instruct your agents to issue only prepaids for our Mediterranean Line, which call for passengers living in the above-mentioned countries, respectively territories.

Respectfully, NORTH GERMAN LLOYD.

### Petitioner's Exhibit 846.

Translation.

Per "Kronprinz Wilhelm"

New York, August 2, 1909.

North German Lloyd, Steerage Dept., Bremen.

We beg to acknowledge receipt of your favor of July 21st with photographic copy of Passage Order L 10627 for the trip from New York to Bremen per SS "Uranian" of the North West Transport Line, issued by the Baltimore Agent L. Hinerfeld in Scranton, Pa., in favor of Mrs. Oswald Reinbrink and 2 children.

We will communicate with Messrs. A. Schumacher & Co. in this matter and thoroughly investigate into the same. We will advise you of the result.

Respectfully,

OELRICHS & CO.

8688

## Petitioner's Exhibit 847.

8689

Translation.

Per Prinz Friedrich Wilhelm.

New York, August 16, 1909.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your telegram of the 15th inst.

"Frenchman (reduce steerage rates to) tailblock (16) Marks New York west mail steamers only,"

and accordingly reduce our prepaid rate for the mail steamer from \$41 to \$38.50 plus the head tax of \$4.

Respectfully,

OELRICHS & CO.

### Petitioner's Exhibit 848.

Translation.

Bremen, August 26, 1909.

Messrs. Oelrichs & Co. New York

Steerage Lists New York-Genoa.

As the steerage passengers, who are transported via our New York-Mediterranean Line must be included in the Atlantic Conference contract besides in the Mediterranean Pool, as long as they are not Italians, Greeks, Asiatics, or Africans, we would request you, should, in exceptional instances, such passengers be transported, to note in the passenger lists some remark, which will show the nationality of the respective traveler. This is urgently required in order to facilitate, respectively make possible its control. Furthermore, we would repeatedly request you to keep as strict watch as possible that passengers other than the above-mentioned nationalities are not accepted for steerage via the New York-Mediterranean Line in view of the double charge.

Respectfully,

N. G. L.

8694

# Petitioner's Exhiit 848 1-2.

8695

Translation.

Bremen, August 28, 1909.

Dear Mr. Schwab:

I beg to submit herewith the information promised you. Nothing further has been decided in the Hungarian matter. The matter is before an arbitrator and as he has mentioned Sept. 3rd as the last term for the submitting of assertions on the part of those interested, it may be assumed that his decision will be rendered the first week of September.

I enclose the last pool statement, from which you will see that eastbound as well as westbound we are the only minus party. We have prospects, however, of coming down to a Minus from our high plus in the large A. C. Pool, which would justify us in reducing our Baltimore price by Mk. 10 also; therefore, to Mk. 140. In this manner our Minus would probably be reduced more quickly and simultaneously the differential rate desired by Schumacher against the New York Mail Steamers would be established.

Respectfully,

PLETTENBERG

8698

## Petitioner's Exhibit 849.

Translation.

Per "Kronprinz Wilhelm."

New York, Sept. 6, 1909.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your favor of August 26th and in compliance with your request, if, in exceptional cases there are among the steerage passengers transported from here by Mediterranean steamers, passengers that are not natives of Italy, Greece, Asia or Africa, and therefore must be charged in the Mediterranean Pool as also in the North Atlantic Pool, we shall try to make a notation in the Passenger Lists from which the nationality of the passenger in question can be ascertained.

As we wrote you a short time ago, and as can be seen from our circulars, we advertised our Italian steerage rates only for bona fide Italians, Greeks, and Orientals, stating they would apply only to the fore-named, and will endeavor to make this more emphatic in our circulars and price lists and, if possible accept only passengers of the nationalities mentioned.

We would like to point out to you that an absolute, strict adherence to this condition is much more difficult here than abroad, where the passengers must present themselves several days before being transported. Most of the steerage passengers arrive here first on the day of sailing, come direct from the train depot to the steamer, before, in many cases, we even have received the advices of the tickets from the Agents, which latter would otherwise perhaps give us some information. Under the conditions prevailing here this cannot be changed.

Respectfully, OELRICHS & CO.

8700

#### Petitioner's Exhibit 850.

8701

Translation

Per "Kronprinzessin Cecilie."

New York, Sept. 11, 1909.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce steerage prepaid rate to)
Baltimore advocating (\$36.50) Longicorn (inform A. Schumacher & Co.)"

which we immediately communicated to Messrs. A. Schumacher & Co., Baltimore, by telegraph and letter.

Respectfully,

OELRICHS & CO.

8704

# Petitioner's Exhibit 851.

Translation.

Bremen, September 22, 1909.

Messrs. Oelrichs & Co., New York.

It would please us very much if you would use your endeavors that we are also considered from time to time in placing the eastbound war steamers. Owing to the fact that hitherto Star and Nasm have chiefly placed the war steamers, we have met with quite a Minus eastbound, so that, if this is not changed, we will eventually be forced to consider a reduction in our eastbound Rates, which we, of course, would like to avoid. According to Par. c. Art. 22, as you know, the steamers of the Minus Parties must be considered first.

Respectfully,

N. G. L.

# Petitioner's Exhibit 852.

8706

8705

Translation.

(Cable from Oelrichs & Co.) Sept. 25th, 1909.

Lloyd, Bremen.

Refer to our letter of the 16th ultimo; tariffs issued August 16th cancelled withdrawn owing to an error reprinted September 14th. Translation.

Bremen, Sept. 27, 1909.

Messrs. Oelrichs & Co., New York.

We confirm receipt of your yesterday's cable from which we note to our astonishment, that, as in the last change of rates of February 18th, it has also been omitted this time to issue the new tariffs with the revised prepaid rates.

You can imagine that this omission is very unpleasant to us, as it directly conflicts with the provisions of the contract and serious consequences can result from this for us. In this instance, the omission of publishing the new prices at the proper time can result in our being forced to still further reduce our New York Mail Steamer rates, at all events such a proposition has been submitted by the Red Star Line. In giving their reasons the Red Star Line states the following:

"Lloyd's reduction of their New York mail steamer rate to M. 160 on August 13th was insufficient and ineffectual, for its Minus has not decreased in the meantime, but increased from 3474 to 3698 and its New York Mail Steamers Prepaid figures are no higher than the preceding ones."

We can, of course, not refute this argument, by submitting as an apology that a mistake was made by you.

In view of the repetition of this instance, we must urgently beg you to see to it that such mistakes are not made in the future.

Respectfully,

N. G. L.

8708

## Petitioner's Exhibit 854.

Translation.

Per "Kronprinz Wilhelm."

New York, October 4, 1909.

Management of the North German Lloyd, Steerage Dept., Bremen.

At the time of our difference with the Italian Lines in the Spring and Somer of 1908, a short time ago, a number of agents the Continental Lines were given money penalties for violating the Continental Conference Regulations, for the reason that they had brought lines standing outside of the Continental Conference (Italian Lines) continental passengers. We refer to the minutes of the Conference for this period. These penalties (in the one instance of Agent Goldberger here amounting to \$500.) were paid by the Italian Lines, respectively their representatives here.

When the negotiations to eliminate these differences began, so as to effect an arrangement, the Italian Lines, respectively their representatives here, as you may remember, demanded as one of the conditions that the penalties in question be dropped and refunded. The representatives of the Continental Lines in the Mediterranean Conference could not agree to this and it was indicated to the Italian Lines they should bring the matter up for discussion in the course of the negotiations on the other side. As far as can be seen from the negotiations and the agreement of the Italian Lines this suggestion was not followed; at all events we can find no agreement, which drop the penalties in question or state that they should be refunded.

8712

### Petitioner's Exhibit 854

8713

The representatives of the Italian Lines, however, now again insist upon this demand, and we would request you to advise us whether this matter was discussed at all during the course of the negotiations in order to bring about an agreement with the Italian Lines, and eventually what disposition was made of the same.

With other Continental Lines we take the view that the Continental Conference cannot recognize such a demand. The agents in question were repeatedly warned through circulars and otherwise that they were not to book any Continental Passengers for the Lines outside of the Continental Conference. This regulation was undoubtedly very familiar to them and we believe that such a violation of regulations shall not subsequently be approved or excused on account of the fact that the differences between the Lines had subsequently been adjusted.

We await your reply, and remain Respectfully,

OELRICHS & CO.

8715

8718

## Petitioner's Exhibit 855.

Translation.

Per "St. Paul."

New York, Oct. 7, 1909.

Management of the North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your favor of Sept. 22nd, contents of which had our attention, and beg to state that at various times when discussing the placing of the Eastbound war steamers, we mentioned our steamers, as we have a Minus. However, as you will 8717 know, the competition steamers in question usually sail Saturdays, and often postpone, as experience has taught, their departure to the following Monday or Tuesday. When sailing Saturday, the competition steamer in question must, of course, also sail the same day, so that thereby we are in arrears with our Thursday Mail Steamers and for that reason our steamers cannot be further considered in this connection. You will undoubtedly agree with us that a competition steamer two days before departure of the steamer would have little sense and would not be in the sense of the agreement involved.

According to Article 22, when placing the competition steamers the Minus parties are always considered first of all, in first rank the steamers of the Continental Lines. Only after some exertion we succeeded in preventing the Committee Members from considering the English steamers minus under such circumstances, for as we interpret the article in the sense of competition, continental business is chiefly involved and for this Continental steamers are, of course, the best means. Whenever the opportunity offers we will, of course, remember your request.

Respectfully,

OELRICHS & CO.

Translation.

Bremen, October 13, 1909.

Messrs. Oelrichs & Co.,

New York.

We received your esteemed favor of the 4th inst. from which we note that the representatives of the Italian Line in your city have renewed their demand that the cash penalties imposed during the tariff fight the year before last against various continental agents be cancelled.

Negotiations in this connection have actually taken place, but not in the sense of a cancellation of the penalty, but that the disqualifications imposed upon certain agents be withdrawn. The provisional arrangement signed by General Director Dr. Wiegand, General Director Ballin and Messrs. Crespi and Dr. Paratoe, dated Sept. 16, 1908, decrees in Art. 12 as follows in this connection:

"With the enforcement of the contract desired, the disqualifications imposed on American Agents owing to the differences hitherto existing between the Lines are cancelled."

This provision was not included in the contract at the consummation of the final agreement, but we will not oppose the demand of the Italian Lines, as far as it refers to the compliance of the obligations accepted in the above paragraph.

In regard to the refund of the money penalties, conditions are insofar peculiar that if the information given you—which can hardly be questioned—is correct, these penalties need not be paid by the guilty agents but by the Italian lines. Under these circumstances it seems advisable to us to discuss the question at the approaching conferences with the lines interested in it

8720

## Petitioner's Exhibit 856

and for this purpose we would like to receive further details from you in regard to the amount involved.

Our gentlemen have only very unwillingly agreed to the cancellation of the disqualifications in view of the demoralizing influence which such a measure must exert, but the Italians were determined not to concede this point under any conditions.

We are entirely satisfied with your action in referring the Italian Lines with their demands to the Home Offices and will now wait and see if they approach us in this matter.

8723

Respectfully,
NORTH GERMAN LLOYD.

Translation.

Per "La Provence."

New York, October 27, 1909.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate to..) New York regular advocating (\$36.50) Baltimore, Galveston advisedly (\$34) Longicorn (Inform A. Schumacher & Co.) Holt."

8726

and immediately wired and wrote to Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, the passage of interest to them.

Our own corrected price circulars will be sent to our agents tomorrow.

Respectfully, OELRICHS & CO.

# Petitioner's Exhibit 858.

Translation.

Per SS "Kronprinz Wilhelm."

New York, October 30, 1909.

Management of North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your favor of the 13th inst. and thank you for your information in the matter of the request of the local representatives of the Italian Lines, that the penalties imposed by the Continental Conference during last year's tariff fight on the various continental agents shall be cancelled and refunded.

We regret that we had no knowledge of the provisional arrangement of Sept. 16, 1908 (Article 12) for we are firmly convinced that on basis of the same we could have rejected further claims or demands of the representatives of the Italian Lines here.

When meeting after a tariff fight or when admitting a new line to one of the Conferences, it was customary last year to include the agents proposed by the Line, who had supported them during the fight, in a so-called "Eligible List" of the Conference, so that these could also eventually serve the other lines. Also those agents who had been disqualified in the course of such a tariff fight, if not too serious accusations had been made against them, were again accepted in a similar manner. In no former difference of this nature however, was the demand submitted to refund money penalties.

In compliance with your wish we enclose herewith a list of the Continental Agents who had money penalties against them, stating the amount and giving the

8729

Continental Conference Minutes, for your information.

At a recent meeting, prior to the receipt of your favor, the representatives of the Italian Lines here again brought the matter to discussion and the writer took up the matter with them, in agreement with the representatives of the other Continental Lines.

From the advices now received from the representatives of the Italian Lines, the latter abroad authorized their representatives here at the time to pay the penalties in question, respectively they guaranteed to indemnify the agents. The representatives of the Italian Lines here now wish refund of these penalties from the Continental Conference and advised the writer that in case the Continental Conference here did not O. K. this refund, they would be placed in the position of charging their companies with the penalty amounts, which they had not done as yet, in the hope that they would be refunded the amounts.

Writer hereupon took occasion to indicate to the representatives that they themselves could now, after such a long time, induce the agents under the regulations of the Continental Conference to ask for a new hearing or a resumption of their case and promised that in such a resumption, the matter would again be examined thoroughly. It hardly can be assumed that even in case of a resumption of the claim on the part of the agent, a different result than the confirmation of the penalty can be expected, for the cases were accurately and thoroughly gone into at the time by all the Continental Lines.

The confirmation, after such a new hearing, would therefore, terminate this matter. We leave it to you to consider if it would not perhaps be advisable to settle the entire matter in this manner, respectively, should the Italian Lines on the other side bring the matter to discussion in the Conference, refer them to 8732

8735

the Continental Conference here with the intimation that the Agents can ask for a new hearing and this would be granted them. Should the penalties, however, be then confirmed, a refund could not be made.

The action of the agents in question, especially Agent Goldberger, was at the time so disagreeable for the Continental Lines that all the representatives of the Continental Lines could only approve a refund of the

penalty in the most extreme case.

It was Goldberger, for instance, who called it to the attention of the Italian Lines that they could compete with the Continental Lines in the Hungarian business, who delivered to the representatives of the Italian Line the names and addresses of the active agents in the Hungarian business, yes, even allowed a representative of the Italian Line to telegraph these active agents in the Hungarian business, and gave the Italian Lines here the various through-rates which were in force at the time.

A cancellation or refund of these money penalties would, therefore, almost signify approval of their actions and in eventual subsequent differences, only incite these agents to further steps and measures. We await your reply.

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 859.

New York, October 30th, 1909.

Continental Conference.

Fines imposed by Continental Conference Lines upon certain of their agents during 1908 for selling Continental tickets eastbound via Genoa.

In 1905 a circular was issued (copy attached dated May 23, 1905) by Continental Conference Lines. This was re-affirmed by Continental Conference Lines in their Circular No. 20 dated April 9, 1908. Similar circular (No. 5, dated May 6, 1908, copy attached) was issued by North Atlantic Conference Lines.

Fines on A. A. C. Agents for selling tickets to Continental points via Italian ports.

Agent and Addresses Jacob Klein,	Minutes	Fine	When Paid	File	
1340 Penn. Ave., Pittsburg, Pa.	Cont. C/M 1092	\$ 50.00	May 7, 1908	483—C	
Lipshutz & Wurzel, 614 Poplar St.,					
Phila., Pa.	Cont. C/M 1109	150.00	Sept. 4, 1908	489—C	
Paul Saric, 110 S. 17 St.,					
St. Louis, Mo.	AAC. 5—13	25.00	Nov. 28, 1908	502-7	8739
J. D. Gross,					
1728 S. Bway,					
St. Louis, Mo.	AAC. 51—116	25.00	Aug. 11, '08	531—C	
Wm. M. Flynn,					
136 S. Front,					
Steelton, Pa.	AAC. 63—116	17.00	Sept. 28, '08	515—C	
M. B. Goldberger,					
75 Clarkson St.,	AAC. 14				
City.	Cont. C/M 1093	500.00	May 9. '08	517—C	
C. F. Zaruba & Co., 320 W. Pike St.,					
Clarksburg, W. Va.	AAC. 5—12—50	-	July 20, '08	519-C	
J. G. Kelly, Braddock, Pa.	AAC. Min. 5—11—50	100.00	July 23, '08	518—C	
Provident Sav. Bk. & Tr. C	o.,AAC. 20—50—				
Cincinnati, O.	105	50.00	Aug. 5. '08	525—C	

\$067.00

8731

### Petitioner's Exhibit 860.

Translation.

Per "St. Paul."

New York, November 5, 1909.

Management of North German Lloyd, Steerage Dept., Bremen.

We hand you enclosed two copies of the Minutes of the American Atlantic Conference, Meeting July 29th, No. 15, which have only been confirmed now by all the lines, for your information. The contents hardly require any further explanation.

. Respectfully,

Translation.

Per "New York."

New York, November 12, 1909.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your yesterday's cable:

"Unlawed (reduce prepaid rate) New York Express adytum (\$38.50) regular advisedly Baltimore Galveston advertency (\$34) (\$31.50) Longicorn (inform A. Schumacher & Co.) Holt."

and immediately advised Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, by letter and wire, of the paragraph in question.

The reduction of the prepaid rates for our fast steamers from \$43.50 to \$38.50 may have the desired effect and assist in stirring up our prepaid business. In our opinion the rate of \$43.50 plus the head tax was too high under prevailing conditions and hindered the entire prepaid business for our steamers.

We remain.

Respectfully,

OELRICHS & CO.

8744

#### Petitioner's Exhibit 862.

Translation.

Bremen, November 29, 1909.

Mr. Gustav H. Schwab, New York.

Dear Mr. Schwab:

I returned on Saturday from the Atlantic Conference in London. We have not been able to attain anything particular this time. It was attempted to increase the rates for II. and III. Class, the former by M 10, the latter by M 5, but this failed for the present on account of the opposition of the Canadian Pacific. The latter declared openly that their shipping interests in comparison with their railroads were very insignificant and that it does not suit the latter to increase the rate. Finally, however, Mr. Booth promised to urge the increase with his company, so that it is possible that the matter will yet be adjusted.

I am, with best regards,

HEINEKEN.

### Petitioner's Exhibit 863.

8749

Translation.

Bremen, December 13, 1909.

Messrs. Oelrichs & Co.

New York.

The position per December 7th is as follows:

	Westbound			Eastbound		
Hamburg American Line	plus	20		_	969	
Holland America Line	plus	309		-	15	
North German Lloyd		3715		and the same of	3723	
Red Star Line	plus	5019			104	8750
Allan Line U. S. A. serv.		169		plus	1972	8750
Anchor Line	-	110		plus	163	
American Line	plus	1278		plus	36	
Dominion Line	_	7695		plus	1454	
White Star	plus	4563		-	1519	
Cunard Line	plus	500	Liverp. ser.	plus	2660	
			Adriatic ser	plus	259	
			Canpac		214	

Respectfully,
NORTH GERMAN LLOYD,
Steerage Department,
(Signed) Seyde.

# Petitioner's Exhibit 864.

Translation.

Bremen, December 21, 1909.

Messrs. Oelrichs & Co., New York.

The position per December 15th is as follows:

	Westbound			Eastbound		
8753	Hamburg-America Line Holland America Line North German Lloyd Red Star Line Allan Line U. S. A. serv. Anchor Line American Line Dominion Line White Star Line Cunard Line	plus	731 169 3745 5355 214 356 1296 7308 4475 65	Liverp. serv. Adriat. serv. Canpac.	— 1413 — 333 — 4550 — 358 plus 2548 plus 61 — 89 plus 1334 — 226 plus 2907 plus 71 plus 48	

Yours very truly, NORTH GERMAN LLOYD, Steerage Department, (Signed) Plettenberg.

8767

Translation.

Bremen, December 31, 1909.

Messrs. Oelrichs & Co., New York.

The position for December 23, 1909, will be as follows:

Westbound		Eastbound		
plus 774	Hamburg American Line		1894	
- 123	Holland America Line		457	
- 2634	North German Lloyd		4513	8756
plus 5135	Red Star Line		630	
- 198	Allan Line U. S. serv.	plus	2980	
- 551	Anchor Line	plus	93	
plus 1934	American Line	_	26	
<b>—</b> 7275	Dominion Line	plus	1273	
plus 3895	White Star Line	_	103	
- 957	Cunard Line, Liverp. serv.	plus	3437	
	" " Adriatic serv.	_	25	
	Canpac.		135	

Yours very truly,
NORTH GERMAN LLOYD,
Steerage Department,
(Signed) V. VIGNAU.

## ATLANTIC POOL.

8759

North German Lloyd
and

Oelrichs & Co., Agents.

1910.

Translation.

Per "Kaiser Wilhelm II."

New York, January 3, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of Dec. 31st:

"Unlavished (advance prepaid rates) New York Express affabrous (\$43.50) regular adytum (\$38.50) Baltimore Galveston advocating (\$36.50) unklagbar (advance outward) New York regular advisory (\$35.) Galveston advisory (\$35). New York express Baltimore unchanged, Longicorn (inform A. Schumacher & Co.) Holt."

And took note of the increase in the prepaid rates, as also the outward rates, which we today communicated to our agents, as per the enclosed circular.

We communicated the information in which they were interested to Mr. Alfred Holt, Galveston and Messrs. A. Schumacher & Co., Baltimore, both by 8763 letter and wire.

Respectfully,

8764

### Petitioner's Exhibit 867.

Lloyd Bremen.

January 18th, 1910.

What do you propose Third Cabin Rates Eastbound Westbound George Washington?

## Petitioner's Exhibit 868.

Translation.

8765

Per "Philadelphia."

New York, Jan. 20, 1910.

North German Lloyd, Passenger Dept., Bremen.

(Extract.)

In our cable of the 18th inst, we furthermore inquired of you what eastbound and westbound rate you contemplated quoting for the III Cabin of SS "George Washington," February 8th, from there and February 24th from here, in view of the increase in the steerage rate for the Mail Steamers, and await your reply hereto.

8766

Respectfully, OELRICHS & CO.

### Petitioner's Exhibit 869.

8767

Translation.

Per "Kronprinz Wilhelm."

New York, January 24, 1910.

North German Lloyd, Passenger Dept.,

Bremen.

We confirm our cable of the 18th inst. and our letter of the 20th inst. per "Philadelphia" and acknowledge receipt of your today's cables:

8768

"Cameronian (refer to our telegram of 18 inst.) Third cabin hurricane (George Washington) outward adynamy (\$38) prepaid affecting (\$48) plus headtax."

And noted the rates of \$38 from here, \$46, plus head tax from there for the III Cabin on "George Washington."

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 870.

Translation.

Bremen, 24th January, 1910.

Messrs. Oelrichs & Co., New York.

III. Class Rates SS "George Washington."

In reply to your cable of the 18th inst. we wired you as follows:

"Refer to your telegram of 18th inst. Third Cabin 'George Washington' outward \$38, prepaid \$46 plus headtax."

These rates are the same as charged by the Hamburg American Line for their SS "Auguste Victoria" and "Amerika" at the present time.

We take this opportunity to call to your attention that until further notice Russian passengers in the III Class *Westbound* cannot be transported. We would request you to note accordingly on the prepaid rate.

Respectfully,

N. G. L.

8772

## Petitioner's Exhibit 871.

8773

Translation.

Per SS "Celtic."

New York, Jan. 31, 1910.

North German Lloyd, Passenger Dept.,

Bremen.

We acknowledge receipt of your cable of today:

"Unlawed (reduce prepaid) third hurricane (George Washington) affabrous (\$43.50) plus 8774 headtax."

And accordingly reduce our III Cabin Prepaid Rate for "George Washington" from \$46 to \$43.50 plus the headtax.

Respectfully,

### Petitioner's Exhibit 872.

Translation.

Per SS "La Bretagne."

New York, February 2, 1910.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your favor of Jan. 24th, and have taken note of your remarks in regard to the III Cabin Rate for SS "George Washington." In accordance with your cable of January 31st, and our letter of the same date the prepaid price III Cabin for this steamer has now been reduced to \$43.50 plus the headtax.

The bookings of the Russian prepaid passengers in the III Cabin have been stopped by us and forbidden owing to former advice.

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 873.

8779

Translation.

Per "Adriatic."

New York, March 11, 1910.

North German Lloyd, Passage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Habirebano (please despatch) hydropathy (Darmstadt) avoideth (March 19th) foliferous (steerage rate) aduncity (\$27) fusileers (a commission of \$2)"

and will accordingly expedite SS "Darmstadt" from here Saturday, March 19th, with an outward steerage date of \$27, less \$2 commission.

Respectfully,

#### Petitioner's Exhibit 874.

Translation.

Bremen, May 6th, 1910.

Messrs. Oelrichs & Co., New York.

Dear Sirs:

Director Heineken, who is at present in Paris attending various meetings, wires as follows:

"Increase New York steamers Philadelphia Baltimore steamers by 10 Mark, therefore to 170 and 160. Secretary already advised advised New York."

We therefore cabled you thus:

"Frequency (have advanced steerage rates to mail steamers) takingly (170) Baltimore Philadelphia tailblock. (160) Marks fast steamers Galveston unchanged longicorn (inform A. Schumacher & Co., Baltimore)."

Your cable reading:

"We recomend advance outward rates third cabin SS 'George Washington' to \$40 it is our opinion that can fill her."

was duly received. We made Director Heineken acquainted with its contents and are now awaiting to hear from him. We shall communicate with you as soon as his answer comes to hand.

Yours very truly,

N. G. L.

8783

Translation.

Per "Philadelphia."

New York, May 6, 1910.

The North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your todays caple:

"Frequency (have advanced Steerage rate to) Mail Steamer takingly (170) Baltimore Philadelphia tailblock (160) Mark Mail Steamer Galveston unchanged, longicorn (inform A. Schumacher & Co., Baltimore)"

8786

and note the advance in the prepaid rates from there for the Mail steamers from here of \$38.50 to \$41, for the Mail Steamers to Baltimore and Philadelphia from \$36.50 to \$38.50.

We immediately instructed Messrs. A. Schumacher & Co. by wire of the part they are interested in and also wrote them.

Respectfully,

OELRICHS & CO.

8788

## Petitioner's Exhibit 876.

Translation.

Bremen, May 9, 1910.

Messrs. Oelrichs & Co., New York.

III. Class Eastbound Rate SS. "George Washington."

We cabled you today as follows:

"Freezing (advance outward rate to) hurricane (SS 'Washington') third cabin aeromancy (\$40)"

8789

which we confirm herewith. We have made the increase as per your suggestion transmitted to us on the 6th inst. by cable and hope that you will be able to fill the III Class of SS "George Washington" for the following trips at the increased rate.

Respectfully,

N. G. L.

#### Petitioner's Exhibit 877.

8791

Translation.

Per SS "New York."

New York, May 20, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your favors of the 6th and 9th inst., the latter from the Steerage Dept., and confirm our letters of the same dates, in regard to the advance in the prepaid rates for the mail steamers New York-Philadelphia-Baltimore and the advance in the eastbound third cabin rates for SS "George Washington."

8792

We do not doubt that we will be able to fill the third cabin of SS "George Washington" at the advanced rate.

Respectfully, OELRICHS & CO.

#### Petitioner's Exhibit 878.

Franslation.

Per "St. Louis."

New York, June 8, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Membranes (reduce to) hurricane (Washington) baffled (June 9th) foliferous (steerage rate) adroitly (\$24.00)"

and have communicated the further reduction of the steerage rate for SS "George Washington," tomorrow from here, to \$24, as far as possible, immediately per telegram and telephone, to the various agents accessible, but believe that the reduction comes too late to exert any important influence on the number of passengers, and fear that quite a number of agents will only take advantage of the reduction to exchange the tickets already sold at \$27 to \$24.

Respectfully,

OELRICHS & CO.

8796

#### Petitioner's Exhibit 879.

8797

Translation.

Per SS "New York."

New York, June 16, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cables:

"Hyacinth (SS 'Main') baikalean (June 23rd) Frenchman (reduce steerage rates to 8798 \* \* \* ) aduncity (\$27.00)"

and will, accordingly, quote a steerage rate for SS "Main" June 23rd from here to Bremen of \$27.

Respectfully,

### Petitioner's Exhibit 880.

Trans'ation.

Per "Kaiser Wilhelm II."

New York, July 2, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Hurtful ('Barbarossa') balconized (July 7th) univocaco (reduce steerage rate to aduncity (\$27.00)"

8801

and immediately took steps to reduce the steerage rate for SS "Barbarossa" July 7th, from here to Bremen, to \$27.

We regret that you did not advise us of this reduction earlier for as a result of the holiday Monday, July 4th, and the warm weather, the greater number of offices and, therefore, the printers also, have closed today.

Respectfully,

#### Petitioner's Exhibit 881.

8803

Translation.

Per SS "Barbarossa."

New York, July 6, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Hurtful ('Barbarossa') Univocacao (reduce steerage rate to) adroitly (\$24) advertise New York only."

8804

and have accordingly instructed all the agents here by telephone, that the steerage rate for SS "Barbarossa" tomorrow, the 7th of July, from here, would be reduced to \$24.

The reduction comes too late to communicate the same today to the Agents by means of circulars.

Respectfully,

OELRICHS & CO.

8806

## Petitioner's Exhibit 882.

Translation.

Per SS "New York."

New York, Jul. 15, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

8807

"Husband (SS 'Bremen') ballast (July 21st) univocacao (reduce steerage rate to) aduncity (\$27.00)"

and have, therefore, put in force the reduced rate of \$27 for SS "Bremen," July 21st, from here to Bremen.

Respectfully, OELRICHS & CO.

### Petitioner's Exhibit 883.

8809

Translation.

Per SS "Lusitania."

New York, July 19, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of the 12th inst.

"Husband (Bremen) ballast (July 21st) univocacao (reduce steerage rate to) adroitly (24 dollars)"

and have accordingly advised our agents, within 12 hours of New York, by telegraph and circular of the reduction in the steerage rate from \$27 to \$24 for SS "Bremen" July 21st, from here to Bremen.

Respectfully,

## Petitioner's Exhibit 884.

Translation.

Per SS "Campani."

New York, July 26, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of today:

"Ideology (Prinz Friedrich Wilhelm) balsamine (Aug. 4th) univocacao (to) aduncity (\$27)"

and accordingly reduce the Outward Steerage rate for SS "Prinz Friedrich Wilhelm" August 4th, from here to \$27.

Respectfully, OELRICHS & CO.

8814

Translation.

Per "Kaiser Wilhelm II."

New York, August 1, 1910.

North German Lloyd, Steerage Dept., Bremen.

We confirm receipt of your today's cable:

"Ideology (Prinz Friedrich Wilhelm) Balsamine (August 4th) Univocacao (reduce \$816 steerage rate to) addressed (\$23)"

and have accordingly further reduced the steerage rate for SS "Prinz Friedrich Wilhelm" August 4th, from here and have advised the agents interested, by telegram as also circular, of this.

Respectfully,

8818

#### Petitioner's Exhibit 886.

Translation.

Per "La Provence."

New York, Aug. 17, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

8819

8820

"Unlawed (reduce prepaid rate to) New York Express affabrons (\$43.50) regular adytum (\$38.50) Baltimore Phila advocating (\$36.50) Galveston advisedly (\$34.00) longicorn (advise A. Schumacher & Co., Baltimore) Holt"

and note the reduction in the prepaid rates as follows:

Bremen-New York fast steamers to \$43.50 (from \$45).

Bremen-New York Mail Steamers to \$38.50 (from \$41).

Bremen-Baltimore steamers to \$36.50 (from \$38.50).

Bremen-Philadelphia steamer to \$36.50 (from \$38.50).

Bremen-Galveston steamers to \$34 (from \$36.50). We are immediately advising our agents of the reduction, enclosing the usual circular, and remain

Respectfully,

#### Petitioner's Exhibit 887.

8821

Translation.

Per "St. Paul."

New York, August 18, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unklagbar (advance outward rate) New York regular advoutry (\$37) express afeard (\$42)"

8822

and were still able to include the advance of the eastbound steerage rates of from \$35 to \$37 for the Mail Steamers \$40 to \$42 for the Fast Steamers in our new price lists.

We have also included in these new steerage price lists a number of new railroad stations, to which, we know from experience, passengers get throughbooked), and, on the other hand, have dropped a number of stations which are no longer demanded.

As you will have also seen from the price list, we have included the eastbound steerage rates to Livorno, Milan, Torino and Messina also. We refer to our former correspondence. Contrary to your assumption and the advices of Messrs. Leopold Fratelli, all the lines have always continued to issue tickets to these ports and we saw no good reason for excluding ourselves from the sale of through tickets to these points. You requested us at the time, following the catastrophe in Sicily, to quote no rate to Palermo and Messina, but requested us subsequently to include Palermo in our price list again, but we have not as yet received any advices from you whatsoever in regard to Messina and have only followed the example of other lines, which again include Messina.

Respectfully.

OELRICHS & CO.

# Petitioner's Exhibit 888.

Translation.

Per SS "Campania."

New York, August 23, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of the 23rd inst:

8825

"Huskily (Grosser Kurfuerst) Bannocks (Sept. 1st) Univocaco (reduce steerage to) Aduncity (\$27)"

and note from the same that you have reduced the steerage rate for SS "Grosser Kurfuerst" Sept. 1st, from here to Bremen to \$27.

We advised our agents of this reduction, enclosing the usual circulars, and remain

Respectfully,

### Petitioner's Exhibit 889.

8827

Translation.

Per "Philadelphia."

New York, Aug. 25, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of today:

"Unlawed (reduce prepaid rate to) Baltimore Philadelphia Advisedly (\$34) Longicorn (inform A. Schumacher & Co.)."

8828

and immediately notified our agents, Mr. M. Rosenbaum, Philadelphia and Messrs. A. Schumacher & Co., Baltimore, of the reduction in the prepaid rate from Bremen to Baltimore, and Bremen to Philadelphia to \$34.

Respectfully, OELRICHS & CO.

# Petitioner's Exhibit 890.

Translation.

Per "Kronprinz Wilhelm."

New York, August 29, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Huskily (Groesser Kurfuerst) Bannocks (Sept. 1st) Univocacao (reduce steerage to) Ascending (£24) should read Adroitly (\$24)."

and accordingly further reduce the outward steerage rate for SS "Groesser Kurfuerst" I Sept. from here to \$24.

We have telegraphed the agents in the respective interested district of this reduction, as, owing to the short period of time, circulars would have no more effect.

Respectfully,

OELRICHS & CO.

8832

#### Petitioner's Exhibit 891.

8833

Translation,

Per "New York."

New York, Sept. 9, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unklagbar (advance outward rates) New York Express Affable (\$43) regular adynamy (\$38). Third Class Aeromoncy (\$40)."

8834

and therefore, in our circular, which all the agents will receive tomorrow, we will increase our rate for fast steamers from here to Bremen to \$43 and for Mail Steamers from here to \$38, and the III Class Rate to \$40 per person.

Respectfully,

OELRICHS & CO.

8837

### Petitioner's Exhibit 892.

Translation.

Per SS. "Kronprinzessin Cecilie."

New York, Sept. 19, 1910.

North German Lloyd, Steerage Dept., Bremen.

As there is a prospect of our eventually receiving a large quantity of Cotton for SS "Friedrich der Grosse" Sept. 29th from here, we had to wire you on the 17th inst. as follows, in order to make our arrangements:

"Will Hushmoney (Friedrich der Grosse) Barbotte (Sept. 29th) have reduced fortitude (continental outward rate) hahevandi (we ask) timofilla (on account of) cotton cargo."

We acknowledge receipt of your today's reply:

"Camerating (refer to your telegram of 17th inst.) Hushmoney (Friedrich der Grosse) Barbette (Sept. 29th) fortitude (continental outward rate) no reduce."

from which we note that the "Eastbound" steerage rate for the above steamer will probably not be reduced and, therefore, we cannot demand the full steerage space.

Respectfully,
OELRICHS & CO.

#### Petitioner's Exhibit 893.

8839

Translation.

Per "La Provence."

New York, Oct. 5, 1910.

North German Lloyd, Steerage Dept., Bremen.

In looking through the Eastbound "Weekly Statistics" No. 33, Form 2, we note that the steerage rate from Baltimore to Bremen is given from Sept. 8th as \$34. With your cable of Sept. 9th:

8840

"Unklangbar (advance outward rates) New York Express affable (\$43) regular adynamy \$38) third class aeromoncy (\$40)."

You had increased the outward rate for the fast steamers to \$43, for the mail steamers to \$38 and for the III Cabin on SS "George Washington" to \$40, but we cannot find any instructions in regard to the outward rate from Baltimore to Bremen at \$34, and Messrs. A. Schumacher & Co., Baltimore, likewise do not seem to have received from you direct any instructions in this matter.

We mention this in the way of routine, and remain, Respectfully,

8841

OELRICHS & CO.

### Petitioner's Exhibit 894.

Translation.

Per "Deutschland."

New York, Oct. 6, 1910.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate) Baltimore Philadelphia Galveston advertency (\$31.50) unklagbar (advance outward) Baltimore advisory (\$35) Longicorn (Inform A. Schumacher & Co.) Holt."

and note the reduction of the Baltimore, Philadelphia and Galveston prepaid rate to \$31.50 plus head tax and the advance in the Baltimore outward rate to \$35, and immediately notified Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, of this. We remain,

Respectfully,

OELRICHS & CO.

8844

#### Petitioner's Exhibit 895.

8845

Translation.

Bremen, October 7, 1910.

Messrs. Oelrichs & Co., New York.

Complement our reduction of the steerage rate for fast steamers, as cabled you today, to M 160, and to M. 140 for mail steamers, we beg to advise that we have likewise reduced the rate for the III Class by M. 20, so that the same now amounts to M. 163 plus M. 17 head tax.

We take this opportunity of requesting you to kindly include in your prospectus for steerage rates in future those for the III Cl. also, as this has not been done hitherto.

Respectfully,

N. G. L.

# Petitioner's Exhibit 896.

Translation.

Per "Deutschland."

New York, Oct. 7, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate to) New York express adytum (\$38.50) regular advisedly (\$34)."

and accordingly reduce our prepaid rate for the

Fast Steamers from \$43.50 to \$38.50. Mail Steamers from \$38.50 to \$34.

plus head tax.

Respectfully, OELRICHS & CO.

8850

### Petitioner's Exhibit 897.

8851

Translation.

Per "Germany."

New York, Oct. 7, 1910.

North German Lloyd, Passenger Dept., Bremen.

We acknowledge receipt of your cable of today:

"Ideology (Prinz Friedrich Wilhelm) barklouse (October 13th) univocacao (reduce steerage rate to) aduncity (\$27)."

and have advised our agents of this reduction immediately, by telegraph as also through circular.

Today we received a visit from Mr. William Phillipp, Traffic Manager of the Canadian Northern Line, which, as you know, supports the Royal Steamship Line between Bristol and the Canadian ports, and which was admitted to the conference on the other side only a short time ago.

Mr. Phillip advises us that they had already considered putting more steamers into service to increase the same and, of course, in this connection had thought of the steamers of the Uranium S. S. Co., which was supported by some of their principal stockholders. We intimated to Mr. Phillipp that the withdrawal of these steamers from the New York service would undoubtedly help adjust the existing difficulties here, as Mr. Phillipp since his connection with the Royal S. S. Co. has undoubtedly always endeavored to conduct the business in conformity with the agreement and the existing regulations and usages. Today, also, he repeatedly expressed the opinion that it was absolutely not necessary to resort to measures, such as had been used by the S. S. Co. mentioned, the Uranium S. S. Co. and its predecessors.

Respectfully,

OELRICHS & CO.

8852

8854

# Petitioner's Exhibit 898.

Translation.

Per "Mauretania."

New York, Oct. 11, 1910.

North German Lloyd, Steerage Dept., Bremen.

We confirm our favor of Oct. 7th and acknowledge receipt of your today's cable:

8855

"Ideology (Prinz Friedrich Wilhelm) barklouse (October 13th) univocacao (reduce steerage rate) adpressed (\$23)."

and have advised our agents, by telephone and telegram of the further reduction to \$23 in the outward rate for SS "Prinz Friedrich Wilhelm" Oct. 13th.

We learned yesterday that the competition is offering a price of \$25 less \$3 and \$4.

Respectfully,

OELRICHS & CO.

### Petitioner's Exhibit 899.

8857

Translation.

Per "Lusitania."

New York, Oct. 18, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Unlavished (Advance prepaid rate to) express aeroscopy (\$41) regular advocating (\$36.50) Baltimore Philadelphia Galveston advisedly (\$34) Longicorn (inform A. Schumacher & Co.) Holt Formality (Mediterranean outward rate) remains aerated (\$39)."

8858

and immediately notified Messrs. A. Schumacher & Co., and Mr. Alfred Holt, Galveston, Texas, of the increase of their Prepaid Rates, and also publish the same in our price list.

Respectfully,

OELRICHS & CO.

8860

# Petitioner's Exhibit 900.

Translation.

Per "Kronprinz Wilhelm."

New York, Oct. 22, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of the 21st inst:

8861

"Hurtfull (Barbarossa) barometer (October 27th) Univocacao (reduce steerage rate to) adunancity (\$27)."

and note the reduction of the steerage rate for SS "Barbarossa," Oct. 27th from here, to \$27, which we immediately communicated to the interested agents.

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 901.

8863

Translation,

Per "Kronprinz Wilhelm."

New York, October 24, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of today's date:

"Hurtful (Barbarossa) Barometer (Oct. 27th) Univocacao (reduce steerage rate) adpressed (\$23)."

8864

and have taken note of the reduction in the through rate for SS "Barbarossa" Oct. 27th from here, to \$23, which we immediately communicated to the agents interested.

Respectfully,

OELRICHS & CO.

# Petitioner's Exhibit 902.

Translation.

Per "La Touraine."

New York, October 26, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of the 26th inst:

8867

"Unlawed (reduce prepaid steerage rate to Baltimore Philadelphia Galveston Advertency (\$31.50) Longicorn (Inform A. Schumacher & Co., Baltimore) Holt."

and have wired and written Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, Texas, of the reduction in the prepaid rate from there to Baltimore, Philadelphia and Galveston to \$31.50.

We remain,

Respectfully,

OELRICHS & CO.

#### Petitioner's Exhibit 903.

8869

Translation.

Per "Oceanic."

New York, Nov. 1, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your today's cable:

"Univocacao (reduce steerage rate outward) Huskily (Kurfuerst) Barricado (Nov. 10th) adopters (\$21)."

8870

and note the reduction in the steerage rate for SS "Grosser Kurfuerst," Nov. 10th from here, to \$21, which we immediately communicated to the agents interested.

Respectfully,

OELRICHS & CO.

# Petitioner's Exhibit 904.

Translation.

Bremen, Nov. 17, 1910.

Messrs. Oelrichs & Co., New York.

Westbound—Steerage rates for Mail Steamers to New York.

We beg to advise that in view of our pool status we have reduced our westbound cash rates for New York until further notice to M. 130. As you will have observed, however, we have allowed the prepaid rates to remain unchanged and for this reason did not cable you.

Eastbound steerage rates New York-Mediterranean.

As we still have a plus of more than 1000 in the pool, for the present we wish to continue the rate of \$39.

Respectfully,

N. G. L.

#### Petitioner's Exhibit 905.

8875

Translation,

Per "Teutonic."

New York, Nov. 22, 1910.

North German Lloyd, Passenger Dept., Bremen.

In looking through your prospectus of Oct. 27th, S6905 (white paper) we find that you give the third cabin Prepaid Rate for SS "George Washington" as Mk. 163 (about \$39) whereas, in accordance with your latest instructions, we quote this rate at \$43.50. We would request you, therefore, to kindly advise which rate is correct, so that we can change our price list accordingly.

Respectfully,

OELRICHS & CO.

### Petitioner's Exhibit 906.

Translation,

Per "St. Louis."

New York, Nov. 25, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your favor of the 17th inst. and note that in view of your status, you have reduced your Westbound Steerage rate for New York, until further notice, to M. 130 for Mail Steamers, but will leave the prepaid rates unchanged, and similarly, will also allow the eastbound steerage rate New York-Mediterranean to remain at \$39, for the present, on account of your position.

We remain,

Respectfully, OELRICHS & CO

8880

Translation.

Per "St. Louis."

New York, November 25, 1910.

North German Lloyd, Steerage Dept., Bremen.

We refer to our favor of October 4th, 1909, your favor of October 13, 1909, our favor of Oct. 3oth, 1909, and your favor of November 15, 1909, in the matter of the demand of the Italian Lines, that the penalties, which were imposed on various Continental Agents, and especially agent M. B. Goldberger (\$500) for violation of the regulations of the Continental Conference at the time of the Italian Continental Rate Fight, be refunded.

On Jan. 13, 1910 last the Italian Lines, who made this demand, were heard by the Continental Conference, for the purpose of reconsidering the matter, especially the case of Agent Goldberger.

After a detailed discussion the representatives of the Continental Lines, however, could only sustain their former decision, that a refund of the penalties could not be made, for the reason that the action of Agent Goldberger was too treacherous, and betrayed the interests of the Continental Lines, for whom he served as agent and to whom he was bound, in such a manner that no excuse could be found for it.

The fact that the Italian Lines, respectively the three lines represented by the firm Hartfield, Solari & Co., the Navigazone Generale, La Veloce and Italia, paid these penalties, or had refunded them to the agents, could not be considered here. The conclusion of this re-consideration of the matter was given in several memoranda as follows:

8882

# Petitioner's Exhibit 907

"At the opening of the meeting it was stated that this matter was held at the special request of the Italian Lines in order to discuss and consider the matter of a fine of \$500 imposed by the Continental Conference April 17th, 1908, upon the agency of M. B. Goldberger, 75 Clarkson Street, New York City, notified him May 2nd, and paid May 6th, 1908.

"It was stated in behalf of the Continental Conference that the action of Goldberger, who was first of all a Continental agent, could not be considered by the Continental Lines otherwise than a betrayal of the confidence placed in him by knowingly and willingly giving the use of his name for the purpose of deviating Continental business from its usual course against definite instructions, and in direct and flagrant violation of established rules.

"That Goldberger by his example, invited the demoralization of the business; that a cancellation of his agency for the Continental Lines was fully deserved, and that a change to a fine was a concession made out of courtesy to the Italian Lines, and that under no circumstances, the fine of \$500 should be reduced."

Unfortunately the other minutes in regard to this Meeting could not be made public, as at that time the Secretary of the Conference had been subpoenaed to show the books by the District Attorney, etc., and it was not considered advisable to have this matter involved herein.

The Italian Lines now wish to derive advantage from this circumstance and, we understand, sent Mr. Solari, who is at present abroad, the papers in the matter so that he can again introduce the matter in the approaching Meeting of the Continental and Italian Lines for consideration and final settlement.

8885

In order, however, to exert pressure here simultaneously, the firm of Hartfield, Solari & Co., stopped payment of the amounts due from the three lines, Navigazione Generale, La Veloce and Italiana, represented by them, towards the maintenance of the Conference and it took a good deal of persuasion to pay their share of the various accounts, less the above amount of \$550.

Under these circumstances, the Managing Committee of the Conference here, were compelled to cable Mr. Peters in Jena, calling their attention to this matter, and we considered it advisable to cable you as follows, so as to bring to your attention the details of this matter:

8888

"Memento (referring to) meeting Itallines Garlicky (Continental Conference) Goldberger Fine Caffres (refer to our letter) Bareworm (October 30th) Caisson (refer to your letter). Barklouse (Oct. 13th) Barrulet (Nov. 15th) Wasserung (1909)."

We await your advices in regard to the closing of this matter and hope that it was possible for the Continental Lines to refuse the refund of the penalties to the agents, on the part of the Continental Conference.

Respectfully,

OELRICHS & CO.

### Petitioner's Exhibit 908.

Translation.

Per SS. "Majestic."

New York, Dec. 3, 1910.

North German Lloyd, Steerage Dept., Bremen.

We acknowledge receipt of your cable of today:

"Unlavished (advance prepaid rate) New York express affabrous (\$43.50) regular adytun (\$38.50) Balto Phila Galveston (\$36.50) Longicorn (Inform A. Schumacher & Co.) Holt."

and have immediately advised Messrs. A. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston, of the contents of same, both by wire and letter.

Respectfully.

OELRICHS & CO.

8892

# Petitioner's Exhibit 909.

8893

Translation.

Bremen, Dec. 5, 1910.

Messrs. Oelrichs & Co., New York.

Re Agent M. B. Goldberger.

We received your telegram as also your letter of November 25th, contents of which had our attention.

In the meanwhile the matter had been discussed at the Conference and the Italians most emphatically took the stand that it was unjust to impose a penalty of \$500 on Goldberger, while all the other agents only received penalties up to \$50 in the same matter. They demand refund of \$450, which was refused by the other lines on the ground that a penalty imposed by the New York agents Committee could not be made void on this side, respectively withdrawn, and that there must undoubtedly have been some reason justifying the high penalty completely and entirely. Lines expressed their willingness to have the matter again referred to the New York Conference for another investigation, with which the Italians, however, were only satisfied on condition that the representatives of the Red Star Line and the Holland American Line would be excluded in the further handling of this matter. We stated that this would be impossible as the penalty had been imposed by the New York Continental Conference and could only be withdrawn by it. Moreover, the non-Italian Lines took the stand absolutely that they considered it absolutely necessary that there must not be any appeal from the decisions of the New York Committee in American Agent questions, as the discipline could otherwise easily be endangered.

Accordingly, we leave this matter for you to take action on should it really again arise. The 3 Italian Lines will probably now refund the \$500 to the Hartfield Firm and we hope to hear from you at your convenience that the back payments of this firm have been collected by the Conference.

Respectfully,

8894

## Petitioner's Exhibit 910.

Translation.

Bremen, Dec. 6, 1910.

Messrs. Oelrichs & Co., New York.

Prepaid Rate III Class.

In reply to your favor of the 22nd ulto. we beg you to fix the Prepaid rate for the III Class of SS. "George Washington" at \$43, as is also quoted by the Hapag.

Respectfully,

8897

N. G. L.

### Petitioner's Exhibit 911.

8899

Translation.

Per SS. "Mauretania."

New York, Dec. 16, 1910.

North German Lloyd, Steerage Dept., Bremen.

Re Agent M. B. Goldberger.

We acknowledge receipt of your favor of the 5th inst. and thank you for your information in regard to the discussion at the Conference of the Agent Goldberger matter, which had our most careful attention. Should the matter really ever again arise, we will try to close same in conformity with your advices.

8900

The penalty of \$500, which was imposed on Goldberger, was undoubtedly fully and entirely justified, for the action of this agent, which we have repeatedly described to you, was certainly more portentous in its consequences for the Continental Lines than the action of the other smaller continental agents, who now and again sold a ticket to Continental passengers for Italian Lines, or advertised the rates of the Italian Lines for continental business. Agent Goldberger provided the Italian Lines with ways and means, to establish a competition so serious for us.

8901

Respectfully,

OELRICHS & CO.

8902

#### Petitioner's Exhibit 912.

Translation.

Per "St. Louis."

New York, Dec. 30, 1910.

North German Lloyd, Steerage Dept., Bremen.

We confirm receipt of your yesterday's cable reading:

8903

"Advance outward rate to express \$40 regular Galveston \$35 Baltimore \$33 third class \$38. Inform A. Schumacher & Co."

We immediately notified Messrs. A. Schumacher & Co., as also Mr. Alfred Holt of the above, but took the liberty to substitute in place of the words "advance outward" the words "reduce outward." as in all probability you used the cable word "unklagbar" by mistake. The rates quoted constitute a reduction in comparison with the prevailing ones.

We trust you approve of our putting the new rates in force only after the departure of SS "George Washington," Jan. 3rd. We have already booked a large number of III Class Passengers for this steamer, whom, otherwise, we would be forced to refund the difference. Furthermore, our new tariffs would hardly reach our agents in time to exert any influence on the bookings, as Sunday and Monday are legal holidays and "George Washington" proceeds on its trip on Tuesday.

8904

Respectfully,

OELRICHS & CO.

## Petitioner's Exhibit 913.

8905

London, 7th June, 1898

## CONTINENTAL BUSINESS.

Agreement between the undersigned representatives of the Hamburg-Amerika Line; Norddeutscher Lloyd; Holland-Amerika Line; Red Star Line; Allan and Allan-State Lines (Liverpool and London and Glasgow); American Line (Liverpool and Philadelphia, and Southampton and New York); Anchor Line; Beaver Line; Cunard Line; Dominion Line, and White Star Line.

- 1. That the British Lines, namely: Allan, Liverpool and Lendon and Glasgow; American, Southampton and Liverpool; Anchor; Beaver; Cunard; Dominion; and White Star Lines; agree to enter into a pool contract with the N. D. L. V. Lines, namely; Hamburg-Amerika Line; Norrdeutscher Lloyd; Holland-Amerika Line; and Red Star Line, the said British Lines to be considered as one party, the N. D. L. V. Lines as the other party hereto.
- 2. The N. D. L. V. Lines, including the Scandia and Hansa Lines, agree to withdraw altogether from the carriage of Scandinavian<sup>1</sup>) (Norway, Sweden, Denmark and Iceland), Finnish and British Steerage

8907

89.16

1) Telegramm vom 10, Febr. 1904 ven Wilding an Generaldirector Ballin: "British American Lines all agree Continental Lines competition Scandinavian business provided Continental Lines undertake retire from Scandinavian business when peace restored and meantime recognize each British Line entitled same percentage total Scandinavian business as past year and undertake make up to I. M. M. Coy Lines and Allan and Anchor Lines whatever net revenue such percentage Scandinavian business would have given them had fight not taken place."

business, Westbound and Eastbound, direct and indirect, except indirect Eastbound Scandinavian and Finnish by Norddeutscher Lloyd and Hamburg-Amerika Line via their home ports, which Lines shall charge for their fast services the same rate as the British fast steamers and for their slower services two dollars less and conditional upon this

3. The British Lines agree to accept as their share of the Continental Steerage traffic six per cent per annum of the same, such traffic to include all passengers carried by the Lines parties to this agreement from ports between Cronstadt and Bordeaux inclusive. but if any line not party to this agreement should come into the business of taking Continental Steerage passengers, any passengers taken by such new line are not to form part of the account between the British Lines and N. D. L. V. Lines. In case of such new competition on the Continent (the Compagnie Generale Transatlantique excepted) the N. D. L. V. Lines have the right to suspend the agreement. The British Lines have the right to suspend the agreement if any N. D. L. V. Line or any other Line from the Continent competes therewith for Scandinavian and/or British Steerage business.

8910

8909

4. That this agreement be subject to a power of suspension being exercised by any Line, should a new Line or steamer or steamers, outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new line, steamer or steamers, belong to or are chartered by any of the existing N. D. L. V. Lines, or in which any of the existing N. D. L. V. Lines should have any other interest, direct or indirect, the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any Line, steamer or steamers, seeking to attack the British interests in Scandinavia.

5. The British Lines agree to pay compensation to the N. D. L. V. Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share of six per cent. The N. D. L. V. Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment of six per cent.

A Continental passenger is a person of Continental origin, but the continuous residence of such a person in Great Britain for at least five weeks shall justify the British Lines in booking him as a British passenger. In like manner a British or Scandinavian passenger must have resided in the Continental country from which the steamer sails, five weeks before he can be booked by a Continental steamer.

6. The Continental steerage gross rate of any British Line off a Continental port, (which includes 15 shillings commission and the actual local transportation, that is, from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the N. D. L. V. Line of the same port. and in the case of a Continental port not being frequented by steamers of a N. D. L. V. Line, the lowest gross rate of the British Lines off such port must not be lower than the lowest gross rate of any N. D. L. V. Line, but in case the British Lines are short of their allotment of six per cent, the Line or Lines of them which are short, may reduce their rate below the aforesaid minimum, provided the consent of the N. D. L. V. Line of the respective port, or in the case of a port not frequented by steamers of a N. D. L. V. Line, the consent of all of them is previously obtained. This consent is not required in the case of Lines not having a German license.

8912

8916

The British Lines and the N. D. L. V. Lines shall communicate to each other through the Secretaries their Steerage rate on the 25th May 1898, and any change in their rates 24 hours before it is published.

The prepaid rate of any Line shall not be below the equivalent of the Westbound rate at the following rate:

	Mark	100		Dollar	24	1/2
	66	011		**	27	
8915	66	120	1	44	29	I/2
	66	130		**	31	1/2
	**	140	,	66	34	
	**	150		6.6	36	1/2
	46	160		6.6	38	1/2

and the British Lines to pay the same commission as N.D.L.V.Lines.

The British Lines and the N.D.L.V.Lines mutually undertake that they will not book Steerage passengers as Second Cabin with a view to evading the conditions of this agreement. Any complaint by the N.D.L.V.-Lines to the Arbitrator should be considered by him with reference to the Second Cabin Continental passenger rate for Continental passengers being about £8 for Slow and £9 for Fast Lines off the Continental Port. The Arbitrator is not to take into consideration the Second Cabin Rate for British or Scandinavian passengers.

7. That the N.D.L.V.Lines hold themselves free to suspend the guarantee of six per cent for such time as the British Lines may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit.

8. The American Line Southampton service, Cunard Line New York service, and White Star Line shall adopt for Continental Eastbound passengers to all Continental ports the lowest rate of the Norddeutscher Lloyd or Hamburg-Amerika Linie's Fast services to Bremen and Hamburg, except for their steamers "Germanic," "Brittanic," "Adriatic," "Cymric," "Aurania," "Servia," "Berlin," "Chester" for which steamers the said British Lines shall be allowed to charge to Bremen a two dollar lower rate than the Norddeutscher Lloyd Fast Service and to Hamburg a two dollar lower rate than the Hamburg-Amerika Linie's fast service, and the other British Lines' services shall adopt for Eastbound Continental passengers to each Continental port the lowest rate of the other N.D.L.V.Lines' services to the same port, and in the case of ports not frequented by a N.D.L.V.Line, the lowest through rate of any N.D.L.V.Line to such port.

(Italian and Oriental passengers excepted.)

The N.D.L.V. Lines shall inform the British Lines through the Secretaries of the Conferences in New York of any change in their rates and such changes must be followed in accordance with the foregoing within four days.

The British Lines shall pay the same commission as the N. D. L.V. Lines.

All rates shall be from the port of embarkation to the respective Continental port of debarkation. Passengers booked through to interior points shall be charged the actual railroad fare from the port of debarkation to such point. (Italian and Oriental passengers excepted.)

The Holland-Amerika Line and Red Star Line cannot reduce their Eastbound Continental rate for the purpose of competing with the Compagnie Generale Translantique by more than four dollars below the lowest rate of the British Lines, unless they obtain the consent of the Committee "A."

8918

The Committee "A" shall consist of two gentlemen named by the British Lines, and two gentlemen named by the N.D.L.V. Lines, the latter to appoint the Chairman, the majority to decide, and in case the Committee cannot reach a decision, Mr. Thomas H. Ismay to act as umpire.

If any other Line than the Holland-Amerika Line and the Red Star Line desire to enter into this competition with the Compagnie Generale Translantique, the Committee will decide whether or not they are to do so.

The direct Mediterranean Services of the Lines
 parties to this agreement are excepted from this agreement.

10. Pool statements and settlements as between the British and N.D.L.V.Lines to be made monthly. For the purpose of controlling the proportions of the traffic full and an exact return of all Continental business by N.D.L.V.Lines shall be furnished to the Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool, (who will act as Secretary for British Lines under this agreement), such information for each month to be given, and all accounts to be made up before the 20th, and remittances to be made before the end of the month next ensuing. Remittances in compensation to British Lines to be made by Banker's draft on London, payable to the North Atlantic Passenger Conference. Remittance in compensation to N.D.L.V.Lines to be made as may be advised by the N.D.L.V.Lines' Secretary.

The British Lines shall for each month, and not later than the 15th of the next month hand in to the Secretary of the N.D.L.V. a list of the Continental passengers carried by them, showing the full names, the age of the passengers, the Continental Port from which received, and the steamer and date on which they have sailed.

11. The British Lines agree that they will not establish, use or tolerate any agents' organization in Great Britain, America or on the continent, or countenance or take any steps for the booking of Continental passengers, except through their regular authorized agencies.

If it should be proven that centrary to this agreement a British Line has carried Continental passengers without accounting for them, a fine of £10 (besides the compensation money) shall be paid by the British Lines to the N.D.L.V.Lines for each passenger (Soul) so booked, and in case of a repetition of such offence by the same line, the fine shall be doubled.

8994

- 12. If the N.D.L.V.Lines fix the age of children carried at half rate from one to ten years, the British Lines guarantee to do the same so far as Continental passengers are concerned. They also agree to endeavor to adopt the same rule for British business.
- 13. This agreement is to commence on the 1st June, 1898, and to continue subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900.

Passengers embarked for the British Lines from a Continental port on or before the date of termination of the agreement, shall be accounted for although they may sail from Great Britain at a later date.

- 14. All parties mutually agree that any disputes or claims between any of them or between any more of them, and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:
- a) Arbitration proceedings in Europe shall take place at London.
- b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party com-

plained of signed by, or on behalf of, the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line and to the principal office on the Continent of such N.D.L.V.Line, and shall be deemed to have been delivered in the ordinary course of post.

- c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.
  - d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sele Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

- e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.
- f) The Arbitrator or Arbitrators shall take into consideration whether from the cirsumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic

violation of this Agreement, and shall impose penalties accordingly.

- g) The fine or damages for breach of this Agreement, by any party hereto shall not be less than £ 50, nor more than £ 500, sterling or the equivalent for each breach and for breach by any agent the fine or damages shall not be less than £ 5 nor more than £ 100.
- h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall ipso facto be disqualified from acting in any capacity for any party to this agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award. 8930

8933

# Petitioner's Exhibit 913

- j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile, residence or office of business of the parties to this Agreement may be or become.
- k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any Arbitration hereunder.
- 15. That the British Lines with the exception of the Anchor Line withdraw from the Italian Westbound business and are prepared to agree rates Eastbound.

		ichardson, Spence & Co., aging Agents.					
		Allan Brothers & Co.,					
		pool and London Limited, n. N. G. Allan, Director.					
	ATTAN-STATE LINES CHASOOW	Allan Line Steamship Co., Ld. Jas. & Alex. Allan.					
	Anchor Linesign. Henderson Brothers.						
8934	For the Beaver Line						
0304	BEAVER LINE sign.	D. & C. Mac Iver, Managers.					
	The Cur	nard Steamship Co. Ltd.					
	CUNARD LINE sign. A. T. Moorhouse,						
	Ger	neral Manager.					
		Mississippi & Dominion					
	Dominion Line Steam	nship Coy Ld.,					
	sig	n, Richards Mills & Co.					
	WHITE STAR LINEsign. Ist	nay, Imrie & Co.					
	HAMBURG-AMERIKA-LINIE sign. Ba	llin.					
	HOLLAND-AMERIKA LINE sign. Re	euchlin.					
	RED STAR LINEsign von	n Helmolt.					
	NORDDEUTSCHER LLOYD LINE sign. Ed	uard Strasser.					

## Petitioner's Exhibit 1649.

8935

Translation.

March 10th, 1908.

Per Oceanic. Hamburg American Line, (Passenger Department) Hamburg.

We beg to refer to our cable of yesterday, reporting to you the rates fixed by the New York and Continental Line for their first steamer, and enclose herewith the circular in question, issued by the Messrs. C. B. Richard & Co.

8936

We now await your kind advice, what position the pool lines eventually will take to meet this new competition.

Very truly yours,

## Petitioner's Exhibit 1650.

Translation.

April 8th 1908.

Per La Provence. Hamburg American Line, (Passenger Department) Hamburg.

Re New York & Continental Line.

We acknowledge the receipt of your favor of March 26th and submit to you per enclosure the first sailing list of this Line.

8939

We cabled you on April 3rd, that the North German Lloyd had stopped booking for s/s Barbarossa, April 9th from here, and that this would benefit Volturno, April 11th from here, and also s/s Petersburg, leaving today. We therefore proposed to the Lloyd, to continue booking for the Barbarossa, and to transfer any surplus to the Amerika, leaving April 9th on account of the Atlantic Conference. However your cable of April 6th showed us that this was impracticable and consequently the Lloyd has not reopened the bookings.

8940

In this connection we will mention that the Kaiser William der Grosse leaving here on the 7th, was strongly overbooked at the rate of \$36.00, and that of these passengers about 150 were transferred to the Pottsdam, sailing on the 8th and—strangely—about 200 to the Barbarossa. Owing to the difference in the rates of the steamers, the Lloyd was compelled to return \$12 to every passenger transferred to the Barbarossa. We had made it optional for the Lloyd to transfer the surplus to the Amerika as this would have obviated the necessity of returning any part of the rate received. At the same time we wished to give the Lloyd an opportunity to book new passengers for the Barbarossa. The Amerika leaving tomorrow, owing

to her rate of \$38.00 will naturally have few passengers.

The Pretoria, after being compelled to touch at Halifax on account of a shortage of coal, will sail from this port on the 14th inst., instead of on the 11th, and this delay will give the Volturno some of our passengers. In spite of that we hardly think that the Richards firm will receive more than 500 or 600 passengers, unless they do some more stunts. We, on the other hand, expect so far to carry 2,000 passengers on the Pretoria.

We also confirm our cable of the 7th inst., in which we reported to you that the next sailing of the Continental Line per s/s Avoca from this port has been set for April 23d. We also asked, what steps we should take to meet this competition and are still awaiting your answer. In the same cable we intimated that Richards & Co. are willing to raise the rates for the Avoca and the s/s Kherson of the Volunteer Fleet the latter sailing on the 22nd inst. from here, to \$30.00. You may now decide whether it is advisable to give the Continental Line and the Russian lines the opportunity to secure the business at higher rates, or to force the rates downward as far as possible.

Very truly yours,

8943

## Petitioner's Exhibit 1651.

Translation.

April 14th 1908.

Per Lusitania Hamburg American Line, (Passenger Department) Hamburg.

Re New York & Continental Line.

Referring to our cable of yesterday, informing you, that s/s Volturno had sailed from this port with 473 passengers, we beg to state, that the line had made preparations to carry 1400 passengers on the Volturno originally, soon came down to 700 with their calculation, and finally even this guess proved entirely too high. Our Pretoria, which sailed this afternoon carries 2327 steerage passengers, and 400 more, that were overbooked, will be transferred to s/s Noordam, sailing tomorrow from this port.

Hence we believe to have won with eclat the first struggle with the Continental Line.

We request you to kindly let us know, whether the accounting for the 400 passengers with the Rotterdam Line is to be looked after abroad or here, in the latter case, at what rate?

8946

8945

Enclosed we hand you a placcard, advertising the next sailing of the Avoca from this port, April 25th, which is especially noteworthy, because it also contains an advertisement of the Russian Volunteer fleet. It might be of advantage to call the attention of the Russian Volunteer Co. to the fact that Richard & Co. and the Continental Line is competing with the Russian Volunteer Fleet on the same posters.

Yours very truly,

Sig. E. LEDERER.

## Petitioner's Exhibit 1652.

8947

Translation.

April 22nd, 1908.

Per La Touraine. Hamburg American Line, (Passenger Department) Hamburg.

We beg to report that the s/s Kherson of the Volunteer Fleet sailed today with 23 cabin and 802 steerage passengers, as per cable sent. The official rate was \$24. but Richard & Co. have paid commissions as high as \$6.00 to some agents, and in addition we have learned, that in one case, concerning a group of 45 Bulgarians they even gave three free passages to Rotterdam. The 802 steerage passengers mentioned include the passengers booked for s/s Avoca of the New York & Continental Line.

The North German Lloyd s/s Seydlitz, sailing from here tomorrow will carry 1800 passengers, her full capacity.

During the entire month of May the Volunteer Fleet has no sailings from this port, while the Russian East-Asiatic Steamship Company announces the sailing of s/s Korea, April 30th from here and Estonia, May 27th. The latter sailing however is still uncertain.

The New York & Continental Line announces the sailing of the s/s Jelunga, from here, May 7th, while the sailing of the s/s Avoca, which, as we have reported already had to touch at Halifax owing to damage in her machinery.

Your cable of this date, bearing the instructions to reduce our steerage rate to \$28.00 unfortunately arrived here too late to enable us to secure a correspondingly larger number of passengers for the s/s Kaiserin Auguste Victoria, sailing tomorrow, and for the s/s President Lincoln sailing on the 25th inst.

Yours very truly,

Sig. E. LEDERER.

8948

## Petitioner's Exhibit 1653.

Translation.

April 24th 1908.

Per St. Louis. Hamburg American Line, (Passenger Department) Hamburg.

We have taken aboard the Kaiserin Auguste Victoria, sailing yesterday from here, 385 adults, 17 children and 11 infants that had been booked for s/s Seydlitz, which sailed with 1935 steerage passengers, her full capacity. We request you to inform us, whether the accounting for these passengers with the North German Lloyd is to be attended to aboard or here, and if here, at what rate?

We also confirm our cable of yesterday, in which we reported that the sailing of the s/s Avoca of the New York & Continental Line has been set for April 23d at the rate of \$23 to Rotterdam, \$26 to Hamburg and \$25 to Bremen. However it is still doubtful, whether the steamer will be able to keep this sailing date, and if there is any change, we shall again cable. Very truly yours,

Sig. E. LEDERER.

8952

# Petitioner's Exhibit 1654.

8953

Translation.

May 1st 1908.

Per Philadelphia. Hamburg American Line, (Passenger Department) Hamburg.

We have accepted for tomorrow's sailing of s/s President Grant about 700 steerage passengers the North German Lloyd had booked for the s/s Lutzow, sailing April 30th from this port. They were booked at the rate of \$24, and as the rate for the s/s President Grant is \$28, we request you to advise us, whether the accounting for the passengers taken over from the Lloyd is to be attended to aboard or here, and if the latter at what rate.

8954

In conjunction with our cable exchange of the last few days, we hand you herewith the circular issued by the united Italian lines, mentioned in our cable of April 30th, containing their new rates for the continental passenger business. We also enclose several other circulars of individual lines concerning the same business, also a circular issued recently by the New York & Continental Line, concerning the sailings of the steamers Avoca and Jelunga. The Avoca had booked 380 passengers for the sailing, which originally had been set for April 25th. On account of the postponement of the sailing until May 5th, 200 passengers were transferred to the s/s Nord America of La Veloce, sailing from this port May 5th.

8953

It may interest you to learn, that the Ancona of the Italia sailed on April 22nd with 469 continental passengers, the Florida of the Lloyd Italiano April 25th from this port with 275 continental passengers, the Nord America, April 25th from here with 258 and the Piemonte of the Lloyd Sabaudo April 30th from here with 390 continental passengers, so that among the passengers carried by the steamers mentioned there were almost 20 per cent of continental passengers.

Yours very truly,

Sig. E. LEDERER

#### Petitioner's Exhibit 1655.

Translation.

May 4th 1908.

Per La Provence. Hamburg American Line, (Passenger Department) Hamburg.

8957

We confirm our respects of May 1st, with which we submitted to you among others a circular of the united Italian lines with new rates for the continental business, and we also beg to refer to our cable of March 4th, reporting to you, that all agents had received orders of the strictest sort, not to book any continental passengers over Italy. Enclosed please find our circular to agents, similar instructions having been issued by all other continental lines to their agents. Without doubt, this strong pressure exercised upon the agents will not fail to have its effect, although the reduction of the passenger rate to \$17 by the Italian lines. allowing \$4 commission and extra commissions of \$1 to \$2 mentioned by our cable, may have a certain alluring effect and result in making it impossible to eliminate such bookings altogether. On the whole however, the orders issued will in all probability have the effect, of keeping the agents somewhat under controlling influence. Your cable of the 4th, in which you inform us that the British lines had decided to disqualify agents who bring business to the Italian lines, at least gives some guarantee that the threatened disciplinary rule will be more effective, than if the continental lines were taking this stand alone.

8958

In connection with this matter, it will probably be of interest to you to learn, that we sought to have the agents Zotti & Co. disqualified as the chief offenders against the rules of the conference, they not alone giving continental business to the Italian lines, but also

acting in Chicago as general agents for the Volunteer Fleet and the New York and Continental Line. However we did not succeed so far, the motion to disqualify Zotti & Co. being voted down at the Continental Conference on May 2nd, as you will see by the report of the session enclosed. The lines that voted against the proposition were the Cunard and the Red Star Lines. strangely balking at the suggestion, probably because they have received a considerable amount of business through the firm of Zotti & Co., which they feared to lose through the disqualification of the firm. Since then we have not undertaken any specific steps against Zotti & Co., because there had not been presented specified complaints against them, but we have bought testtickets which prove that Zotti & Co. pay no attention whatever to the rules of the conference. Based upon this material we shall seek to compell the other lines to join us in order to disqualify Zotti & Co., being convinced that such proceedure would have a salutory influence upon other agents that are inclined to ignore the rules of the conference.

In our cable of April 18th we mentioned our intention to fix the rate for s/s Hamburg, sailing on May 14th from this port, at \$20. However it has been shown that the other Mediterranian lines having reduced their rates to \$10 net, this move is not practicable. Furthermore the Italian lines also have reduced the rates to Palermo and Messina, which always have been \$3 higher than that to Naples, to \$10 net. We had in consequence decided to fix the rate for the Hamburg at \$15 and possibly pay extra commissions, in order to secure a full shipload. In the meanwhile the North German Lloyd has, as we cabled to you today, reduced the steerage rate to Italy to \$10 and we will be compelled to follow suit, in reducing the rate, as mentioned in our cable.

8960

## Petitioner's Exhibit 1655

We acknowledge receipt of your favor of April 27th, gratefully taking note of your remarks regarding the accounting of the passengers overbooked at the competitive rates against Volturno and transferred to s/s Noordam. We will settle with the Holland-American Line and the White Star Line as per your instructions, with the understanding that any possible difficulties will be disposed of abroad. From the Holland-American Line we have received word that it has been decided to accept settlement at our then rate of \$23, plus railroad fare from Hamburg, and this has been attended to. The rate of the Noordam at that time was \$34.

8963

Referring to our cable of yesterday, informing you that the Avoca of the New York & Continental Line had sailed with 625 steerage passengers, being filled to her capacity and leaving behind 45 passengers that are to be transferred aboard the Jelunga, sailing May 9th from this port, we beg to add that this weeks competition of these steamers and the efforts made by the Italian lines could not succeed in preventing that the Amerika sails tomorrow, occupied to her capacity in the IIId Cabin and in the steerage as well. In this connection we also confirm our cable of this date, informing you in reply to your cabled request, that up to May 1st, we only had 80 advices for the Amerika, but that the city business suddenly soared and enabled us to have a full ship at sailing time.

8964

Enclosing the circular of the Italian lines, concerning general reductions in rates, mentioned in the opening part of this letter, we remain

Very truly yours,

Sig. E. LEDERER.

## Petitioner's Exhibit 1656.

8965

Translation.

May 12th 1908.

Per Mauretania. Hamburg American Line, (Passenger Department) Hamburg.

We confirm our Respects of May 6th, and also our cable of yesterday, reporting that the s/s Jelunga of the New York & Continental Line sailed on May 10th, carrying 725 passengers. On the other hand we regret, that you could not accede to our proposal to fix competitive rates against the line mentioned for our Pennsylvania, inasmuch as we would have probably gained a few hundred passengers for her last sailing from this port on May 9th, who went aboard the Jelunga.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer.

## Petitioner's Exhibit 1657.

Translation.

February 11th 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

In conjunction with our cable of this day we hand you per enclosure the circular mentioned, issued by the Messrs, C. B. Richard & Co., announcing the organization of this line and placing in prospect a regular passenger service between New York and Rotterdam, comprising the steamers Uranium, Hellium, Tithanium, Volturno and Avoca. Opening this service the Volturno is announced to sail from this port on February 27th, the steerage rates being: to Rotterdam \$28. to Antwerp \$29, to Hamburg and Bremen \$30, commission \$3. Upon the arrival of the steamer in this port, we shall probably cable again and submit some propositions, if the competition really is of a serious nature. Business at present is very small you know, and owing to the hard times the small outside agents are unable to successfully compete with the regular agents, so that the Messrs. Richard & Co., will have, unless we err very much, a very difficult time, to gather any large number of passengers for the steamer.

8970

8969

Very truly yours, HAMBURG AMERICAN LINE,

Sig. E. LEDERER.

# Petitioner's Exhibit 1658.

8971

Translation.

March 1st, 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re North Western Transport Line.

In conjunction with our cable of this date, we beg to confirm, that the s/s Volturno of the above line, sailing yesterday carried from this port 3 second cabin and 13 steerage passengers. Our opinion, expressed in our respects of February 11th last, that for the time being at least there would be no necessity of establishing competitive rates against this line, under the circumstances seems to have been correct. However, if the situation in this regard should change, we shall keep you promptly informed.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER.

8975

## Petitioner's Exhibit 1659.

Translation.

September 28th, 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

The above line's s/s Neapolitan Prince arrived on the 16th inst., carrying 10 cabin and 141 steerage passengers, after landing 150 passengers at Halifax. The steamer sailed again from this port on the 26th, having on board 4 cabin and 186 steerage passengers. The steerage rate was \$23, commission \$3.

As competing steamer there was pitched against her the Zeeland, sailing on the 25th from here with 495 steerage passengers aboard, booked at a rate of \$24, commission \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General M'gr.

## Petitioner's Exhibit 1660.

8977

Translation.

October 11th, 1909.

Hamburg American Line, (Passenger Department) Hamburg.

North West Transport Line.

Steamer Volturno arrived here October 3d, carrying 20 cabin and 137 steerage passengers, after landing 100 passengers at Halifax. The steamer sailed as we have already cabled, on the 9th from this port, taking 16 cabin passengers, and 182 steerage passengers, the steerage rate being \$16 net.

8978

Graf Waldersee, sailing on the day previous, with a competitive rate of \$22, carried 425 steerage passengers.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

8980

## Petitioner's Exhibit 1661.

Translation.

October 15th 1909

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

In conjunction with our respects of the 11th inst., we beg to report, that the exact number of passengers sailing on board the Volturno from here on the 9th inst., were, as we have been subsequently informed, 4 in the cabin and 202 in the steerage.

8981

8982

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1662.

Translation.

October 25th 1909

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

In conjunction with our exchange of cables on the 23d inst., we beg to again confirm, that the net rate for the Volturno was \$16. The official rate was \$21, upon which a commission of \$5 was allowed.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1663.

8983

Translation.

October 29th 1909

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

In conjunction with our cable of the 25th inst., we beg to report that the s/s Uranium of the above line, arriving here on the 18th, carried 8 cabin passengers and 101 steerage passengers for Halifax, and 11 cabin passengers and 137 steerage passengers for New York.

The steamer sailed again on the 23d, carrying 14 cabin and 173 steerage passengers, the steerage rate being \$17 net.

S/s Zeeland, sailing on the same date as competing steamer, obtained 568 steerage passengers at the rate of \$24, commission \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

#### Petitioner's Exhibit 1664.

Translation.

November 12th 1909

Hamburg American Line, (Passenger Department) Hamburg.

Re Graf Waldersee, Oct. 8th from New York.

In conjunction with your cabled query of yesterday and our reply thereto, also with our respects of the 11th, we beg to reply, that the competitive rate for this steamer was placed originally at \$24, with \$2 commission. When, however the North West Transport Line met this rate of ours with an increase of their extra commissions immediately, we were compelled to lower our rate and we fixed it at \$22, minus \$2, as told in our letter. Consequently there were booked for this steamer some passengers at the regular rate of \$35, a small number at that rate of \$24 and the others at the \$22 rate, being accounted for to you accordingly.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

8988

#### Petitioner's Exhibit 1665.

8989

Translation.

December 7th 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

We refer to our cable of yesterday. S/s Uranium of the above line arrived here November 26th with 1 Passenger in I cabin, 20 II cabin and 519 steerage. She sailed again on December 4th, carrying about 17 cabin, 335 steerage and 39 deported passengers. Net rate about \$19.

8990

Steamer Lituania sailing on the same date as competitor, obtained 6 cabin and 280 steerage passengers. Rate \$24, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1666.

Translation.

December 21st, 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Napolitan Prince of the above line arrived here on the 11th inst., carrying 16 cabin and 527 steerage passengers. She sailed again, as reported by cable on the 18th, carrying 195 steerage passengers booked at a net rate of about \$19.

Re Mediterranean Business.

In conjunction with our previous reports concerning the numbers of passengers carried by the steamers of the Greek lines, we beg to submit the enclosed recapitulation and correction of these reports. The first column contains the former figures, based upon estimates, while the second shows the official figures submitted by the lines to the government, which are presumably correct.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

8994

## Petitioner's Exhibit 1667.

8995

Translation.

December 28th 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re Northwest Transport Line.

S/s Volturno of the above line was scheduled to sail from this port, December 31st at a rate of \$25. minus \$3. Our small committee consequently decided that the Princessin Irene of the North German Lloyd, sailing December 30th from here should book at the rate of \$24 minus \$2. The sailing of the Volturno was then deferred to January 1st and the committee mentioned designated s/s Russia as competitor also at the rate of \$24, minus \$2. When the North West Transport Line replied to this move with a reduction of their rate to \$23, minus \$4, the rate for the two competitors was lowered to \$22, minus \$2. The worst of the matter is, that Volturno has not yet arrived in port at all, and hence it may be anticipated, that there will be another postponement of her sailing day, so that a third competitor will have to be pitched against her.

For our Prince Adalbert, leaving here on the 30th, the outlook, at the eastbound rate of \$35, at all events being very poor, and the steamer not having a passenger license, we prefer to let her sail on this trip without passengers.

We wished to make you acquainted with the exceptional circumstances in this case, and sign.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager,

8996

#### Petitioner's Exhibit 1668.

Translation.

December 31st, 1909.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Siciliar Prince of the above line, arriving here December 20 carried 12 cabin and 299 steerage passengers. The steamer sailed from here December 24th, carrying 73 steerage passengers, booked at a net rate of about \$19.

S/s Ziethen, sailing on the same date, carried 235, and not, as we mistakingly cabled, 256 passengers, at the rate of \$24, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1669.

9001

Translation.

January 5th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

In conjunction with our cable of yesterday and referring to our respects of December 28th, we beg to report that the Volturno arrived December 28th, carrying 13 cabin and 400 steerage passengers to this port. The steamer sailed again January 1st, with about 70 passengers at the net rate of about \$19.

9002

The Prinzessin Irene, sailing December 30th, on the other hand carried 312 passengers, mostly booked at a rate of \$24, minus \$2, and the Russia, sailing January 1st, carried 221 passengers, rate \$22, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1670.

Translation.

January 17th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Pitted against s/s Uranium of the above line, which originally was scheduled to sail from this port on January 15th, the rate, for the Graf Waldersee, sailing on that date, was fixed at \$24, minus \$2, the Uranium's rate being \$25, minus \$3. When the departure of the Uranium was deferred until the 18th and the rate for her lowered to \$22.00 with commissions of \$3.00, \$4.00 and \$5.00 our committee also designated the Estonia, sailing on the 18th, at the rate of \$22.00 minus \$2.00.

Graf Waldersee carried 439 steerage passengers at the rate mentioned, and the Estonia, sailing tomorrow will in all probability obtain about 250. However, as the sailing date of the Uranium has again been post-poned—this time ostensibly on account of delayed freight—until next Saturday, Jan. 22nd, our committee decided to place the Lapland as third competing steamer at the rate of \$22, minus \$2.00 into competition.

9006

9005

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1671.

9007

Translation.

January 25th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Referring to our respects of the 17th, and confirming our cable of yesterday, we beg to report, that the Uranium, sailing from this port January 22nd, carried 90 passengers in the steerage, at a rate of about \$19 net, aside from these, the steamer had to carry back 37 deported passengers. The Estonia, leaving on the 18th, carried 301. The Lapland, on the 22nd, 418—not 417, as cabled by error—the passengers being booked in both cases at \$22, minus \$2.

Aside from these, a few passengers booked for the Lapland, remained behind having missed the steamer. Of these four were expedited on board the Baltic on the same date, and 4 more started across aboard the Kronprinz Wilhelm, sailing today.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9009

#### Petitioner's Exhibit 1672.

Translation.

February 1st, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

The Napolitan Prince of this line, arriving here January 23rd, carried 12 cabin passengers and 396 steerage passengers for this port. She sailed again, as we cabled to you, on the 29th, with about 80 steerage passengers aboard that had been booked at the net rate of about \$19. In addition to these, the steamer had to deport 18 passengers from this port.

The President Lincoln, sailing from here on the same date, carried 470 steerage passengers at the rate of \$22, minus \$2.

To our recent report concerning the Uranium, we wish to add, that she brought 8 cases of Trachoma to this port, causing her to be fined \$800. Concerning the numerous other Trachoma patients aboard the Napolitan Prince, that were excluded from landing in Halifax, carried to this port on the steamer and at quarantine transferred aboard the Uranium for further return transportation, we refer to an article appearing in the New Yorker Staats-Zeitung, which the writer sent to Mr. Ohrt directly several days ago.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9012

## Petitioner's Exhibit 1673.

9013

9014

Translation.

February 8th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

The Sicilian Prince of the above line arrived here on January 30th, carrying 6 passengers in the cabin, and 306 in the steerage. She sailed, as cabled, on February 6th, carrying about 100 passengers that had been booked at a rate of about \$19 net. Aside from these, she carried back 12 paupers, 6 additional cases being up on appeal.

The President Grant, competing, carried 652 steerage passengers at the rate of \$22, commission \$2. when she sailed from this port on February 5th.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1674.

Translation.

March 16th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

The Steamer Campania of the above line arrived here on March 9th, with 15 cabin passengers and 970 steerage passengers, and she sailed from here on the 12th, carrying 190 steerage passengers, who had been booked at the rate of \$22 net. In addition thereto, the steamer had to deport 26 passengers.

The Adriatic, sailing on the same date, carried 260 Continental passengers, of which number 200 were booked at the rate of \$27, minus \$2, and the others at the regular rate of \$35, minus \$2, the \$27 rate being in force but one day.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9018

#### Petitioner's Exhibit 1675.

9019

Translation.

March 21st, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

We refer to our respects of March 16th. Several of the Campania's passengers, detained on Ellis Island, have there complained that the maintenance aboard the steamer was unsatisfactory. A similar complaint had previously been lodged against the line by passengers aboard the Sicilian Prince, and in consequence, the Immigration Commissioner has ordered, that sworn statements as to the facts in this matter be obtained from a considerable number of the passengers of both steamers. Mr. Williams, furthermore, has notified the line, that these affidavits, when secured, will be submitted to the Collector of the Port for his judgment.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9021

## Petitioner's Exhibit 1676.

Translation.

March 22nd, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

The above line's steamer Sicilian Prince arrived here on the 17th, with 11 cabin passengers and 522 steerage passengers. She sailed again on the 19th with 65 passengers in steerage, that had been booked at a net rate of about \$20.

Steamer Darmstadt, competing on the same date, carried 335 steerage passengers at a rate of \$27, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

# Petitioner's Exhibit 1677.

9025

Translation.

April 5th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

We beg to report, that the sailing of the Volturno, which had been scheduled for April 2nd, has been post-poned until the 9th, owing to the belated arrival of the steamer which did not reach port until April 1st. As a result of the dropping out of this steamer, it was natural for the Laurentic, competing on the same date at a rate of \$27, minus \$2, to obtain the bulk of the passengers bound for the Continent. She carried 642 Continental passengers herself while 406 more were transferred to the Kroonland and 25 to the Philadelphia, both of these steamers also sailing from here on the 2nd.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9027

## Petitioner's Exhibit 1678.

Translation.

April 12th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Volturno arrived here April 1st, carrying 23 passengers in cabin and 655 in steerage, after previously landing 410 passengers in Halifax. The steamer sailed again from this port on the 9th, having 150 passengers aboard, booked at the net rate of about \$20.

Adriatic, sailing on the same date, bore away 1050 Continental passengers. Rate \$24, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9030

#### Petitioner's Exhibit 1679.

9031

Translation.

May 3d, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Uranium arrived April 23rd with 650 steerage passengers bound for this port, and sailed again April 30th with about 90 passengers. Rate about \$20 net.

The St. Paul, sailing at the same time, carried 401 Continental passengers at the rate of \$27, minus \$2.00.

9032

Very truly yours, HAMBURG AMERICAN LINE, Sig. E. Lederer,

Assistant to the General Manager.

## Petitioner's Exhibit 1680.

Translation.

May 12th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

9033

Re North West Transport Line.

Steamer Sicilian Prince of the above line arrived her April 30th, with 311 passengers. She sailed again on May 7th, with about 60 passengers, booked at the rate of about \$20.

Philadelphia, sailing on the same date, carried 533 Continental passengers, rate \$27, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9034

## Petitioner's Exhibit 1681.

Translation.

May 27th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

7 18/ 17

Re North West Transport Line.

Steamer Volturno arrived here on the 14th inst., bringing 13 cabin and 420 steerage passengers. She sailed again on the 21st, carrying about 200 passengers, booked at a net rate of about \$19.

The New York, sailing on the same date, carried 675 continental passengers. As she was filled to her capacity, 237 others had to be transferred to the Lapland and 36 more to the Celtic, also sailing on the 21st. Rate \$24, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

#### Petitioner's Exhibit 1682.

9037

Translation.

June 13th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

The Steamer Campania of the above line arrived here on June 3rd, carrying 33 cabin and 401 steerage passengers, sailing again on the 9th with 180 steerage passengers aboard. The rate for the steamer had originally been placed at \$26, and was later reduced to \$24, allowing the usual commissions of \$3, \$4, \$5. The steamer also had to deport 19 passengers.

The George Washington, sailing on the same date, carried 1005 steerage passengers, the original rate of \$27 also being lowered to \$24. Commission \$2, when s/s Campania's rate was reduced as mentioned. In addition the George Washington carried 476 IIId cabin passengers at the regular rate of \$40.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1683.

Translation.

July 11th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Volturno of the above line arrived here June 20th carrying 29 passengers in cabin and 293 in steer-9041 age, sailing again on the 7th, with about 300 passengers on board, booked at the rate of \$25, with the usual commissions of \$3, \$4, \$5.

S/s Barbarossa, sailing on the same day, carried 978 steerage passengers at the rate of \$27, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

# Petitioner's Exhibit 1684.

9043

Translation.

July 11th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Referring to our exchange of cable of the 8th inst., concerning the sailing of the Graf Waldersee from this port on January 15th, we again refer to our respects of the 17th of that month, dealing with the sailing of the s/s Uranium of the North West Transport Line. In that letter we wrote you that the Uranium originally was scheduled to sail on the 15th, and that the Graf Waldersee was placed in competition at the rate of \$24, minus \$2 against her. After the sailing of the Uranium had subsequently been postponed twice, the Estonia, sailing January 18th, and the Lapland, sailing January 22nd, also were put in the field as competitors, so that the three steamers mentioned carried competitive rates.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9045

### Petitioner's Exhibit 1685.

Translation.

July 22nd, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Campania arrived here July 14th with 39 cabin and 215 steerage passengers. She sailed again from this port with about 300 passengers, who had been booked at the rate of \$23, with the usual commission allowances of \$3, \$4, and \$5.

S/s Bremen, competing on the same day carried 1316 passengers at a rate of \$24, minus \$2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

# Petitioner's Exhibit 1686.

9049

9050

Translation.

August 5th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

S/s Uranium of the above line reached this port July 26th carrying 19 passengers in cabin and 312 in steerage. She sailed again on the 4th with about 350 steerage passengers on board, booked at a rate of \$22 and \$23, with the usual high commissions. In addition to these, the steamer had to carry back 55 deported passengers.

S/s Prinz Freidrich Wilhelm, sailing on the same day, carried 1567 steerage passengers; rate \$23, minus \$2. This steamer furthermore left behind here 350 passengers, who will be forwarded on board the Brandenburg, sailing on the 6th inst.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1687.

Translation.

September 16th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Uranium arrived here September 6th, carrying 25 passengers in I cabin, 29 in II cabin, 242 in steerage. She sailed again on the 15th, carrying about 550 passengers and 14 deported. Net rate \$18.

The Russia, sailing on the same date, had 1278 passengers. Rate originally \$24, later \$22, commission \$2

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

## Petitioner's Exhibit 1688.

9055

Translation.

October 13th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Volturno arrived September 20th, carrying 31 passengers in cabin, and 383 in steerage, and she sailed again on the 20th, with about 400 passengers aboard, booked at the net rate of about \$18. She also carried back 6 deported passengers.

Steamer Lituania, sailing on the same date, obtained 1094 passengers at the rate of \$22, minus \$2. A surplus of about 30 passengers whom the steamer could not accommodate, were accepted by us for the Kaiserin Auguste Victoria, sailing from here today.

Very truly yours, HAMBURG AMERICAN LINE, Sig. H. Doblin. 9056

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9058

# Petitioner's Exhibit 1689.

Translation.

October 14th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Campanello of the above line, reaching here on the 5th inst., brought 30 cabin and 393 steerage passengers to this port. Sailing again on the 13th, she carried about 400 passengers, booked at a net rate of approximately \$19.

The Prinz Friedrich Wilhelm, sailing on the same date, had 1398 steerage passengers, booked at the rate of \$23, minus \$2.

Very truly yours, HAMBURG AMERICAN LINE, Sig. H. Doblin.

# Petitioner's Exhibit 1690.

9061

Translation.

October 31st, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Uranium of the above line arrived here October 18th, carrying 30 cabin and 339 steerage passengers. She sailed again on the 27th, carrying approximately 500 passengers booked at a net rate of about \$18. In addition there were 19 deported passengers aboard.

9062

The Barabarossa sailing on the same date, obtained 1505 passengers, rate \$23, minus \$2.

Very truly yours, HAMBURG AMERICAN LINE, Sig. H. Doblin.

# Petitioner's Exhibit 1691.

Translation.

November 14th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Volturno of the above line arrived here on the 2nd of this month, with 12 cabin passengers and 285 steerage passengers on board, and sailed again November 10th, carrying 16 cabin passengers and 620 in steerage, these being booked at a net rate of approximately \$16. In addition the steamer carried 18 deported passengers.

The Grosser Kurfürst, sailing on the same day, carried 1781 steerage passengers, booked at the rate of \$21, minus \$2, 1658 additional passengers, overbooked for this steamer, were accepted by us for the Pennsylvania sailing November 12th.

Very truly yours, HAMBURG AMERICAN LINE, Sig. H. Doblin.

9066

## Petitioner's Exhibit 1692.

9067

Translation.

November 28th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Camponello of the above line arrived here November 17th, carrying 28 cabin and 238 steerage passengers sailing again on the 24th, with 480 passengers, booked at a rate of about \$19, the steamer also carried on the outward trip 17 deported passengers.

9068

Amerika, competing on the 24th, went out with 1832 passengers aboard in steerage, her rate being originally \$29, and later \$25, minus \$2. 216 additional passengers, whom this steamer could not take along were transferred, 200 of whom left on the same day aboard the Roon, and 16 on board of the St. Louis, sailing November 26th from this port.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

### Petitioner's Exhibit 1693.

Translation.

December 12th, 1910.

Hamburg American Line, (Passenger Department) Hamburg.

Re North West Transport Line.

Steamer Uranium of the above line arrived here November 30th, carrying 21 cabin passengers and 330 in steerage. Sailing again from this port December 8th, she carried 1100 passengers, booked at a net rate of approximately \$19.

The Majestic, competing on the 7th, carried 618 passengers, 200 of which were bound for the Continent. She had to leave behind 1700 other passengers, not being able to accommodate them. Of these, 1200 were transported by the Gothland, sailing on the same date, and 500 aboard the Lapland, sailing December 10th.

Very respectfully yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9072

9071

Uranium also carried 9 deported passengers.

# Petitioner's Exhibit 1694.

9073

Translation.

Cables to Hamburg.

New York, January 2nd, 1908.

Utility (Hamburg American Line), Hamburg.

Issued Circular Fixing Prepaid Steerage Rates Deutschland \$34.50 Other Steamers \$25.50 IIId Class \$36.50 Head Tax Extra Steerage Outward Rate Deutschland \$34 Others \$28 IIId Class \$33.

New York, January 6th, 1908.

9074

Utility (Hamburg American Line), Hamburg.

American Line White Star Line Quote Steerage Eastbound Rates Hamburg All Steamers \$28 Which Is Two Dollars Respectively Three Twenty-five Below British Steerage Eastbound Rate Cunard Line Will Follow.

New York, January 7th, 1908.

Utility (Hamburg American Line), Hamburg.

Cunard Line New York And Boston Services Reduced Steerage Outward Rate All Continental Ports All Steamers To Twenty-eight Dollars Fiume Service \$31.

9075

New York, January 8th, 1908.

Utility (Hamburg American Line), Hamburg.

Cunard Line New York And Boston Services Reduced Prepaid Rates From Hamburg Rotterdam Antwerp \$25.50 Bremen Libau \$27.50 Basel \$30 White Star Boston Hamburg \$25.50 Bremen \$27.50.

9076

# Petitioner's Exhibit 1695.

Translation.

Cables to Hamburg.

New York, January 9th, 1908.

Utility (Hamburg American Line), Hamburg.

Cunard Line Reduced Outward Rates British Points Lusitania Campania \$27.50, Ivernia Saxonia \$26.25 Etruria Umbria \$25 Prepaid \$30, \$28.75, \$27 Scandinavian Outward \$31.75 \$30 \$28.75 White Star Line British Outward Majestic \$26.25 Oceanic \$27.50 Prepaid \$31.75 \$33 Scandinavian Outward \$30 \$31.75 What Scandinavian Outward Rates Shall We adopt

9077

New York, January 10th, 1908.

Utility (Hamburg American Line), Hamburg.

White Star Line American Line Further Reduced British Outward Rates \$22.50 Scandinavian \$26.25 Shall We Reduce Our Scandinavian Outward Steerage Rates Accordingly Thereby Quoting Below Our Hamburg Outward Steerage Rates.

New York, January 11th, 1908.

9078

Utility (Hamburg American Line), Hamburg.

White Star Line Boston New York Services Reduced Steerage Rates From Libau \$27.50 Hamburg \$25.50.

New York, January 11th, 1908.

Utility (Hamburg American Line), Hamburg.

We Have Reduced Scandinavian Outward Rates Deutschland \$26.25 Others \$24.25 Low Prepaid And Outward Rates Of British Lines Will Doubtless Seriously Injure Our Business...

### Petitioner's Exhibit 1696.

9079

Translation.

Cables to Hamburg.

New York, January 13th, 1908.

Utility (Hamburg American Line), Hamburg.

American Line White Star Line Reduced British Steerage Outward Rates To \$18.75, Scandinavian Steerage Outward Rate To \$22.50 Cunard Line Will Undoubtedly Follow We Have Reduced Our Scandinavian Steerage Outward Rates To \$22.50 For Deutschland All Other Steamers \$20.50 On Account Recent Reductions British Rates, Agents Now Booking Continentals At \$18.75 Drawing Orders On London Agents For Transportation To Rotterdam At \$1.75 And Hamburg \$2.75, Therefore To Protect Continental Business Propose Steerage Outward Rate of \$20 For Regular Steamers Leaving Deutschland Rate Unchanged This Would Also Hit Russian Lines Now Charging \$26 Allowing \$3 To \$5 Commission And Cunard Line Fiume Service We Might Further Retaliate And Reduce Revenues of Russian And British Lines By Lowering Our Prepaid Rates Time For Such Action Now Specially Opportune Owing To Very Slow Prepaid Business Oelrichs Do Not Favor Reduction Lloyd Scandinavian Steerage Outward Rates In Accordance With Ours American Line Reduced Libau Steerage Prepaid Rates \$27.50.

080

9081

New York, February 3d, 1908.

Utility (Hamburg American Line), Hamburg.

Russian Lines Reduced Steerage Outward Rates Rotterdam \$26 Libau \$33 Commission \$3 To \$5.

9082

# Petitioner's Exhibit 1697.

Cables to Hamburg.

New York, January 14th, 1908. Utility (Hamburg American Line), Hamburg.

White Star Reduced British Steerage Outward Rates Cymric \$16.25 Cunard Umbria Etruria \$17.50.

New York, January 15th, 1908.

9083

Utility (Hamburg American Line), Hamburg.

Moskwa Sailed To Day 11 Cabin 1140 Steerage.

## Petitioner's Exhibit 1698.

9085

Translation.

Cables to Hamburg.

New York, January 20th, 1908.

Utility (Hamburg American Line), Hamburg.

American Line Philadelphia Service now Quotes British Steerage Prepaid Rate \$20—Including Head tax Eastbound \$16.25 Allan Line Boston reduced British Steerage Outward Rate \$15.

9086

New York, January 21st, 1908.

Director Storm.

Utility (Hamburg American Line), Hamburg.

Saint Paul Saturday Besides Figures Cabled Yesterday Transferred Sixty Passengers to Second Cabin 70 to Haverford 260 to Majestic which sails tomorrow and having room for only 600 steeragers White Star Stopped Booking Will Transfer Overflow to Baltic Sailing Thursday Kronprinzessin Today 835 Steeragers 200 Overflow Transferred to Samland Sailing, Tomorrow Ryndam Tomorrow has 1100 Stopped Booking will also Transfer Overflow to Samland.

9097

New York, January 29th, 1908.

Utility (Hamburg American Line), Hamburg.

Petersburg Sailed Today 4 Cabin 813 Steerage.

New York, February 10th, 1908.

Utility (Hamburg American Line), Hamburg.

British Lines Scandinavian Outward Rates Lusitania Oceanic \$35.50 Saint Paul Majestic \$33.75 shall We Adopt for Deutschland.

New York, February 18th, 1908.

Utility (Hamburg American Line), Hamburg.

9089 All British Lines Still Charge All Steamers \$28 To All Continental Ports We Have Transferred Overflow Auguste To French Line.

### Petitioner's Exhibit 1699.

Translation.

Cables to Hamburg.

New York, February 24th, 1908.
Utility (Hamburg American Line), Hamburg.
Korea Sailed Saturday 6 Cabin 280 Steerage.

New York, February 25th, 1908.

Utility (Hamburg American Line), Hamburg.

British Lines Advanced Steerage Outward Rate To All Continental Ports To \$30.

New York, February 26th, 1908. Utility (Hamburg American Line), Hamburg. Kherson Sailed Today 12 Cabin 554 Steerage.

9093

New York, March 1st, 1908.

Utility (Hamburg American Line), Hamburg.

Volturno Hence February 28th 3 Second Cabin 13
Steerage.

# Petitioner's Exhibit 1700.

Translation.

Cables to Hamburg.

New York, March 14th, 1908.

Utility (Hamburg American Line), Hambu

Richards Reduced Steerage Outward Rate Volturno April 11th, Twenty-three Dollars Russian Twentyfour.

New York, March 24th, 1908.

9095 Utility (Hamburg American Line), Hamburg.

Saratow Tomorrow Will Have Nine Hundred Steeragers Stopped Booking Will Transfer About Four Hundred To Steamer Main Thursday.

New York, March 25th, 1908.

Utility (Hamburg American Line), Hamburg.

Saratow Today 22 Second 1025 Steerage About 300 Transferred to Estonia April 1st.

New York, March 26th, 1908.

9096

Utility (Hamburg American Line), Hamburg.

Richards Intend Reduce Steerage Outward Rate Volturno Shall we Follow Reduction With Pretoria April 11th.

New York, March 27th, 1908.

Utility (Hamburg American Line), Hamburg.

French Line Reduced Steerage Outward Rate Hudson April 11th To \$23 North German Lloyd Barbarossa April 9th, \$24.

# Petitioner's Exhibit 1701.

9097

Translation.

Cables to Hamburg.

New York, March 24th, 1008.

Utility (Hamburg American Line), Hamburg.

Reduced Outward Steet. ge Rate Pretoria April 11th \$23.

New York, March 30th, 1908.

Utility (Hamburg American Line), Hamburg.

9098

Saratow March 25th 1013 Rate \$24—Less \$3 and \$4 Commission Making Net Rate \$20 Breslau March 21st, 646 Not 700 Main March 26th, 2537 Both Rates \$26 Pennsylvania 30 Entire Steerage Space Remaining Filled with Freight.

New York, April 8th, 1908.

Utility (Hamburg American Line), Hamburg.

Petersburg Today 1175 No Overflow for Volturno.

9099

New York, April 11th, 1908.

Utility (Hamburg American Line), Hamburg.

Hardly To Be Expected That Steeragers Will Pay \$38 For Amerika When They Can Travel On Pretoria Or Hudson For \$23 On Barbarossa For \$24 On British Lines For \$30 Volturno For \$20 And Re Italia Carries About 300 Hungarians At \$20 British Lines On April 2nd Have Raised Rate To \$34 Lusitania Class \$36.50 Volturno Will Scarcely Have 500 Pretoria More Than 2000.

# Petitioner's Exhibit 1702.

Translation.

Cables to Hamburg.

New York, April 15th, 1908.

Utility (Hamburg American Line), Hamburg.

Present Quality Eastbound Steeragers Poorest Class Looking For Lowest Rates This Makes It Impossible To Secure Business At \$34 Or Higher Rates Stop To Oppose Russian Lines Continental Lines And Italian Lines And Especially For Purpose Of Stimulating Business We Propose General Reduction Eastbound Steerage Rates.

New York, April 20th, 1908.

Utility (Hamburg American Line), Hamburg.

Avoca Arrived Halifax April 18th With Broken Main Steam Pipe Will Repair Halifax Departure Hence Uncertain.

9102

9101

New York, April 20th, 1908.

Utility (Hamburg American Line), Hamburg.

North German Lloyd Reduced Steerage Outward Rates Express Steamers To \$37 Shall We Reduce Deutschland Rate Accordingly How About Other Steamers We Will Not Have More Than 50 Steeragers On Kaiserin Auguste Victoria And President Lincoln.

9108

New York, April 22nd, 1908.

Utility (Hamburg American Line), Hamburg.

Reduced Steerage Outward Rates Deutschland \$32
Others \$28 IIId Class Amerika \$36 others \$33.

New York, April 22nd, 1908. Utility (Hamburg American Line), Hamburg.

Kherson Sailed Today 23 Cabin 802 Steerage.

# Petitioner's Exhibit 1703.

Translation.

Cables to Hamburg.

New York, April 28th, 1908.

Utility (Hamburg American Line), Hamburg.

Avoca Hence May 5th.

9107

New York, April 28th, 1908.

Utility (Hamburg American Line), Hamburg.

Sailing Jelunga May 9th Volturno May 23d Latter Uncertain.

New York, May 4th, 1908.

Utility (Hamburg American Line), Hamburg.

Korea Sailed Saturday 32 Cabin 660 Steerage.

9108

New York, May 6th, 1908.

Utility (Hamburg American Line), Hamburg.

Until May 1st Had Only 80 Advices For Amerika Polish And Jewish City Business Suddenly Picked up Traffic Difficult to Estimate In Advance As Steeragers Mostly Buy Tickets Only Two Or Three Days Before Date of Sailing.

9109

New York, May 7th, 1908

Utility (Hamburg American Line), Hamburg.

Avoca Hence May 5th 745 Steeragers 25 Left Over Figures Cabled Incorrect.

New York, May 13th, 1908.

Utility (Hamburg American Line), Hamburg.

Louisiana Sailed Today 1700 Steeragers Including About 1000 Continentals Very Difficult Control Agents Again Urge Reduction Steerage Outward Rates by Cunard Line And Americana Bluecher and Hamburg Tomorrow Both Full.

# Petitioner's Exhibit 1704.

Translation.

Cables to Hamburg.

New York, June 10th, 1908.

Utility (Hamburg American Line), Hamburg.

New York Continental Line Advertises Jelunga Hence June 20th Volunteer Kherson June 17th Rates Both \$21 Commission \$3 Russasiatic Russia June 24th Estonia July 22nd Rate \$24 Commission \$3.

9118

New York, June 22nd, 1908. Utility (Hamburg American Line), Hamburg. Jelunga Sailed Saturday 2 Cabin 259 Steerage.

New York, June 24th, 1908. Utility (Hamburg American Line), Hamburg.

Russia Sailed Today 20 1st Cabin 60 II Cabin 899 9114 Steerage.

New York, June 29th, 1908.

Utility (Hamburg American Line), Hamburg.

We Refer To Your Cable Of Today British Lines Claim To Be Acting According To Instructions From Home Offices We Are Trying To Arrange Uniform Charge Of \$4 Headtax.

9115

New York, June 30th, 1908.

Utility (Hamburg American Line), Hamburg.

Brasile Sailed Saturday 31 I Class 62 II Class 1007 Steerage Including 443 Continental.

New York, July 3d, 1908.

Utility (Hamburg American Line), Hamburg.

Ducabruzzi Sailed Wednesday 74 I Class 1893 Steerage Including 454 Continental.

# Petitioner's Exhibit 1705.

Translation.

Cables to Hamburg.

New York, July 7th, 1908.

Utility (Hamburg American Line), Hamburg.

Verona Sailed Saturday from Philadelphia Monday From New York 42 Cabin 2330 Steerage Including 714 Continentals.

New York, July 23d, 1908.

9119 Utility (Hamburg American Line), Hamburg.

Estonia Sailed Wednesday 27 Cabin 560 Steerage Bremen Sailed Today 1292 Steerage New York Continental Advertise Jelunga To Rotterdam July 28th \$21 Rate \$2 Commission.

New York, August 6th, 1908.

Utility (Hamburg American Line), Hamburg.

Russia Sailed Wednesday 20 I Cabin 25 II Cabin 705 Steerage Barbarossa 1420.

9120

9118

New York, August 7th, 1908.

Utility (Hamburg American Line), Hamburg.

Louisiana Sailed Wednesday 8 Cabin 1643 Steerage Including 489 Continental.

New York, September 5th, 1908.

Utility (Hamburg American Line), Hamburg.

Verona Sailed Thursday From Philadelphia 6 Cabin 1783 Steerage Including 533 Continental.

# Petitioner's Exhibit 1706.

9121

Translation.

Cables to Hamburg.

New York, November 4th, 1908.

Utility (Hamburg American Line), Hamburg.

Fixed III Class Prepaid Rates Amerika \$41—Others \$36.50 Head tax Extra Steerage Prepaid Rates Deutschland \$36.50 Others \$31.50 Headtax Extra Red Star Line Always Charged Head tax Separately in Connection With Prepaids Presume Your Remarks Refer To Cash Business,

9122

New York, November 19th, 1908.

Storm, Kaiserhof, Berlin,

Circular October 31st Plainly Advertized Commission three Dollars Caused No Objection On Part Of Cunard Or Other Lines Only New Upon Reduction To \$32 Cunard Line Raises Objection As Agreement Neither Covers III Class Rate Nor Commissions And Change At This Time Would Be Useless We Ask Instructions Whether We Shall Nevertheless Reduce Commissions To \$2 Prospects For Lincoln Poor.

9123

New York, November 20th, 1908.

Storm, Kaiserhof, Berlin.

Sending Out Today Circular Reducing III Class Commissions To \$2. 9124

# Petitioner's Exhibit 1707

New York, December 2nd, 1908.

Utility (Hamburg American Line), Hamburg.

There is So Little Reliance To Be Placed Upon Representatives Here Dealing In Wares And Doing Banking Business With Agents That We Should Not Bind Ourselves To \$2 Commissions As Long As There Exists No Prepaid Agreement.

### Petitioner's Exhibit 1707.

9125

Translation.

Cables to Hamburg.

New York, December 11th, 1908.

Utility (Hamburg American Line), Hamburg.

What Steerage Outward Rate Shall We Charge For Steamer Hamburg hence January 5th Owing to Sailing Caronia January 7th We Must Have Lower Rate Than Cunard Line Otherwise Cannot Compete.

# Petitioner's Exhibit 1708.

9127

Translation.

Cables to Hamburg.

New York, February 11th, 1909.

Utility (Hamburg American Line), Hamburg.

Richards Issued Circular Announcing Organization North West Transport Line Regular Passenger Service New York Rotterdam Steamers Uranium Hellium Tithanium Volturno Avoca First Sailing Hence Volutrno February 27th Steerage Outward Rates Rotterdam \$28 Antwerp \$29 Hamburg Bremen \$30 9128 Commission \$3.

Petitioner's Exhibit 1709.

Translation.

Cables to Hamburg.

New York, February 2nd, 1909.

Utility (Hamburg American Line), Hamburg.

9129

Owing To Increased Demand We Propose To Advance Intermediate Outward Rates Amerika Auguste Victoria To \$35. Do You Agree?

New York, April 12th, 1909. Utility (Hamburg American Line), Hamburg. Volturno Sailed Saturday 42 Steerages. 9130

New York, April 26th, 1909.

Utility (Hamburg American Line), Hamburg. Uranium Left Saturday 4 Cabin 95 Steerage.

New York, May 12th, 1909.

Utility (Hamburg American Line), Hamburg.

Raglan Castle Left Today Instead Of May 8th, 3 Cabin 127 Steerage.

9131

New York, May 18th, 1909.

Utility (Hamburg American Line), Hamburg.

Russasiatic Reduced Eastbound Steerage Rate Estonia May 22nd To \$26—Is It Correct?

New York, May 22nd, 1909.

Utility (Hamburg American Line), Hamburg.

9132

We Refer To Your Cable Of Today Estonia Sails Monday Rate \$26—Volturno Sails Tuesday Same Rate Russian East Asiatic Lines Rate After June 1st \$28.

### Petitioner's Exhibit 1710,

9133

Translation.

Cables to Hamburg.

New York, May 25th, 1909.

Utility (Hamburg American Line), Hamburg.

Volturno Landed Halifax 229 Steerage Arrived New York May 16th 7 Cabin 154 Steerage Sailed Today 4 Cabin 70 Steerage.

9134

New York, June 9th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Arrived June 1st 2 Cabin 318 Steerage Landed New York 150 Steerage Halifax Sailed Yesterday Instead Of June 5th 5 Cabin 160 Steerage Sailed June 5th 609 Steerage Oceanic Today 602 Of Which 343 To Hamburg At \$25 Rate.

New York, October 11th, 1909.

Utility (Hamburg American Line), Hamburg.

9135

Volturno October 9th, 182 Steeragers Sixteen Dollars Net Waldersee 425 At \$22 Less \$2.

New York, October 23d, 1909.

Utility (Hamburg American Line), Hamburg.

We refer to Your Cable Of Today Volturno \$16 Correct Viz \$21 Less \$5.

New York, October 25th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Saturday 173 \$17 Net Zeeland 568 \$22 Net.

New York, November 8th, 1909.

Utility (Hamburg American Line), Hamburg.

Napolitan Prince Hence Saturday About 150 Rate \$25 Less \$3 Besides One And Two Extra St. Paul 391 Continental \$24 Less \$2.

### Petitioner's Exhibit 1711.

Translation.

Cables to Hamburg.

New York, November 22nd, 1909.

Utility (Hamburg American Line), Hamburg.

9138 Volturno Sailed Saturday 151 Steerage Net Rate About \$20 Estonia 257 \$24 Less \$2.

New York, December 6th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Hence December 4th 374 Steeragers Including 39 Deported Rate About \$19 Net Lutuania 280 At \$24 Less \$2.

### Petitioner's Exhibit 1712.

9139

Translation.

Cables to Hamburg.

New York, January 4th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence January 1st About 70 Steerage Including 6 Deported Net Rate About \$19 Princess Irene December 30th 312 Rate \$24 Less \$2 Russia January 1st, 221 Rate \$22 Less \$2.

9140

New York, January 24th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence January 22nd About 90 Steeragers Net Rate About \$19 Also 37 Deported Estonia January 18th, 301 Lapland January 22nd 417 Rate \$22 Less \$2.

New York, January 31st, 1910.

Utility (Hamburg American Line), Hamburg.

We Refer To Your Cable Of Today Have Reduced Russian Prepaids To \$40.

9141

New York, February 14th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence February 12th About 150 Steerage Net Rate About \$23 Also 17 Deported Adriatic Feb. ruary 12th 188 Rate \$27 Less \$2.

New York, March 9th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Advertised To Sail Hence February 26th Sailing Postponed Till March 3d Then March 5th Sailed March 8th With About 250 Steeragers Net Rate About \$20 Booking Passengers For All Dates Rhein Sailed March 5th 373 At \$26 Less \$2.

# Petitioner's Exhibit 1713.

9143

Translation.

Cables to Hamburg.

New York, March 14th, 1910.

Campania Hence March 12th About 190 Steerage Net Rate About \$22 Adriatic March 12, 260 Continental Steerage Of Which 200 At \$27 Less \$2 Balance \$35 Less \$2 \$27 Rate Only Effective One Day.

9144

New York, March 24th, 1910.

Utility (Hamburg American Line), Hamburg.

Thompson Line Advertises Steerage Prepaid Rates To Portland, Maine And Quebec From Rotterdam \$20.50 Antwerp \$21, London \$25, Libau \$32, Outward From Portland, To London \$20, Rotterdam \$22.50 Hamburg Bremen \$24, First Sailing From London Steamer Cairnrona April 2nd From Portland April 23d.

9145

New York, April 4th, 1910.

Utility (Hamburg American Line), Hamburg.

Laurentic Hence April 2nd 642 Continentals Also Transferred 406 To Kroonland And 25 To Philadelphia Rate \$27 Less \$2 Volturno Sailing Postponed Till April 9th From April 2nd Net Rate About \$20.

New York, April 11th, 1910.

Utility (Hamburg American Line), Hamburg.

9146

Volturno Hence April 9th About 150 Steerage Net Rate About \$20 Adriatic 1050 Continentals At \$24 Less \$2.

# Petitioner's Exhibit 1714.

Translation.

Cables to Hamburg.

New York, April 26th, 1910.

Utility (Hamburg American Line), Hamburg.

9147

Compania Hence April 23d About 120 Steerage Net Rate About \$20 Celtic April 23d 450 Continental \$27 Less \$2.

New York, April 28th, 1910.

Utility (Hamburg American Line), Hamburg.

Advanced Steerage Prepaid Rates Amerika Kaiserin Deutschland \$41 Charging Higher Rate for Amerika Kaiserin Will Detrimentally Affect Our Prepaid Business Urgently Request Forwarding Prepaid Passengers Booked Thus Far On Any Steamer Without Discrimination And Without Collecting Any Difference In Rate.

9149

New York, May 2nd, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence April 30th About 90 Steerage Net Rate About \$20 Saint Paul April 30th 401 Continental \$27 Less \$2.

New York, May 10th, 1910.

Utility (Hamburg American Line), Hamburg.

9150 Reduced Steerage Prepaid Rates Amerika Kaiserin Deutschland \$38.50.

New York, May 25th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence May 21st About 200 Steerage Net Rate About \$19 Also 18 Deported New York May 21st 675 Continental At \$24 Less 2 Also Transferred 237 To Lapland 36 To Celtic.

## Petitioner's Exhibit 1715.

9151

Translation.

Cables to Hamburg.

New York, June 7th, 1910.

Utility (Hamburg American Line), Hamburg.

Fixed Steerage Prepaid Rates Deutschland \$38.50 Others \$36.50 Third Class Amerika Kaiserin \$43.50 Others \$41.

New York, June 11th, 1910.

Utility (Hamburg American Line), Hamburg.

9152

Campania Hence June 9th About 180 Steerage Net Rate About \$20 Also 19 Deported George Washington June 9th, 1005 At \$27 and \$24 Less \$2.

New York, June 24th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence June 23d About 140 Steerage Net Rate About \$20 Also 11 Deported Main June 23d 735 Steerage At \$27 Less \$2.

9153

New York, July 8th, 1910.

Utility (Hamburg American Line), Hamburg.

Waldersee January 15th Competing Steamer As Per Our Letter January 17th.

New York, July 8th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence July 7th About 300 Steerage Net Rate About \$20 Barbarossa July 7th 978 at \$27 Less \$2.

# Petitioner's Exhibit 1716.

Translation.

Cables to Hamburg.

New York, July 22nd, 1910.

Utility (Hamburg American Line), Hamburg.

Campania Hence July 21st About 300 Steerage Net Rate About \$19 Also 9 Deported Bremen July 21st 1316 At \$24 Less \$2.

New York, August 5th, 1910. Utility (Hamburg American Line), Hamburg.

9155

Uranium Hence August 4th About 350 Steerage Net Rate About \$19 Also 55 Deported Prinz Friedrich Wilhelm August 4th 1567 At \$23 Less \$2 350 Overbooked Will Be Sent Brandenburg August 6th.

New York, August 10th, 1910.

Utility (Hamburg American Line), Hamburg.

Reduçed Steerage Outward Rate Waldersee August 18th To \$27.

9156

New York, August 19th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence August 18th About 400 Steerage Net Rate About \$18 Waldersee 1636 At \$24 Less \$2.

New York, September 2nd, 1910.

Utility (Hamburg American Line), Hamburg.

Campania Hence September 1st About 400 Steerage Net Rate About \$19 also 9 Deported Kurfurst September 1st, 1600 At \$24 Less \$2 270 Over booked Will Be Sent Kaiserin.

## Petitioner's Exhibit 1717.

9157

Translation

Cables to Hamburg.

New York, September 7th, 1910.

Utility (Hamburg American Line), Hamburg.

Reduced Steerage Prepaid Rates Deutschland Amerika Class \$34 Others \$31.50.

New York, September 12th, 1910.

Utility (Hamburg American Line), Hamburg.

9158

We Refer To Your cable Of Today American Line Scandinavian Steerage Outward Rate Still \$36.25 Therefore We Do Not Consider It Necessary Advance Our Steerage Outward Rate.

New York, September 16th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence September 15th About 550 Steerage Net Rate About \$18, Also 14 Deported Russia 1278 At \$22 Less \$2.

9159

New York, September 30th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence September 29th About 400 Steerage Net Rate About \$18 Also 6 Deported Lituania September 29th, 1094 At \$22 Less \$2 About 50 Overbooked Will Be Sent Kaiserin.

9160

## Petitioner's Exhibit 1718

New York, October 8th, 1910.

Utility (Hamburg American Line), Hamburg.

Reduced Prepaid Steerage Rates Deutschland Amerika Class \$31.50 Others \$29.50 How About Philadelphia Prepaid Steerage Rates.

## Petitioner's Exhibit 1718.

9161

Translation.

Cables to Hamburg.

New York, October 11th, 1910.

Utility (Hamburg American Line), Hamburg.

Company's Letter September 28th Scandinavian Business In Case Of Reduction Of Rates Present Steerage Rate Outward Higher To Hamburg We Leave The Matter To You Are Quoting From Philadelphia \$34.25 Instruct By Cable Fixed III Class From Philadelphia \$35.

9162

New York, October 14th, 1910.

Utility (Hamburg American Line), Hamburg.

Campanello Hence October 13th About 400 Net Rate About \$19 Freidrich Wilhelm October 13th 1398 At \$23 Less \$2.

9163

New York, October 18th, 1910.

Utility (Hamburg American Line), Hamburg.

Advanced Steerage Prepaid Rates Amerika Class \$34 Others Including Philadelphia \$31.50 III Class Prepaid Rate Amerika Class \$41 Others Including Philadelphia \$38.50.

New York, October 28th, 1910.

Utility (Hamburg American Line), Hamburg.

9164

Uranium Hence October 27th About 500 Net Rate About \$18 Also 18 Deported Barbarossa October 27th 1505 At \$23 Less \$2.

New York, November 11th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence November 10th About 620 Steerage Net Rate About \$16 Kurfurst Nov. 10th 1781 At \$21 Less \$2 1500 Overbooked Will be Sent Pennsylvania.

### Petitioner's Exhibit 1719.

Translation.

Cables to Hamburg.

New York, November 12th, 1910.

Utility (Hamburg American Line), Hamburg.

We Refer To Our Cable Of Yesterday Volturno Pennsylvania Today 1701 Steerage Including 1658 Transferred From Kurfurst At \$21 Less \$2.

New York, November 23d, 1910.

9167

Utility (Hamburg American Line), Hamburg.

We Refer To Your Cable Of Yesterday Have Reduced Steerage Outward Rate Amerika November 24th \$25 We are Still Awaiting Answer To Our Cable Of November 21st How About Steerage Prepaid Rates Also III Class.

New York, November 25th, 1910.

Utility (Hamburg American Line), Hamburg.

9168

Campanello Hence November 24th About 48o Steerage Net Rate About \$19 Amerika November 24th 1831 At \$29 And \$25 Less \$2 Besides 200 Transferred To Roon 16 To Sa. Louis.

New York, December 5th, 1910.

Utility (Hamburg American Line), Hamburg.

Fixed III Class Prepaid Rates All New York Steamers \$43.

9169

New York, December 9th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence December 8th About 1100 Steerage Net Rate About \$19 Majestic December 7th 618 including 200 Continental at \$25 Less \$2 Besides 1200 Transferred To Gothland December 7th And 500 Lapland December 10th.

## Petitioner's Exhibit 1720.

9170

Translation.

Cables to Hamburg.

New York, December 23d, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence December 22nd About 850 Steerage Net Rate About \$20 Pennsylvania December 22nd 1356 At \$26 Less \$2 Besides 33 Transferred Baltic December 24th.

# Petitioner's Exhibit 1721.

Translation.

Cables from Hamburg.

Hamburg, February 18th, 1908.

Utility (Hamburg American Line), New York.

We Refer To Your Cable Of February 15th Pool Begins Only March First White Star Line Hence Not Of Interest Please To Give Surplus Far As Practicable To One Of Continental Pool Lines Wire Have British Lines Raised Eastbound Steerage Rates After Conference On Stand Of Continental Prices What Are Present Eastbound Prices British Lines.

Hamburg, March 11th, 1908.

Utility (Hamburg American Line), New York.

Scandinavian Steerage Outward Rates Amerika Kaiserin \$2 Less Than British Lines Express Steamers As Per Clause Two Old British Continental Steerage Agreement.

9174

9173

Hamburg, March 24th, 1908.

Utility (Hamburg American Line), New York.

Regarding Volturnos April 11 \$23 Steerage Outward Rate Atlantic Conference Decided To Meet Competition By Reducing Steerage Outward Rate Hamburg American Line Steamer Pretoria Sailing Same Date To Also \$23 Please Act Accordingly Confirm By Cable.

9175

Hamburg, March 27th, 1908.

Utility (Hamburg American Line), New York.

Further Reduction Depends Upon Decision Of Atlantic Conference Before Making Motion Must Wait If Richards Really Reduce Storm.

# Petitioner's Exhibit 1722.

Translation.

9176

Cables From Hamburg.

Hamburg, March 30th, 1008.

Utility (Hamburg American Line), New York.

Atlantic Conference Decided Advance Continental Outward Steerage Rates Four Dollars And Westbound Steerage Rates Ten Mark Please Act Accordingly Advancing Steerage Outward Rate Deutschland \$40 Amerika \$38 Others \$34 Prepaid Rates Deutschland \$37 Others \$27.50 Head tax Extra Confirm By Cable.

9177

Hamburg, March 30th, 1908.

Utility (Hamburg American Line), New York.

Saratow March 25th Eastbound 1050 Besides 300 Overflow Breslau March 26th 1700 Our Pennsylvania On Other Hand Only 405 Also 2500 Places Empty Cable Is It Correct Explain.

Hamburg, April 3d, 1908.

Utility (Hamburg American Line), New York.

Agree Following Eastbound Rates Commissions.

Hamburg, April 9th, 1908.

Utility (Hamburg American Line), New York.

Discussing Conference How Meet Avoca.

9179

### Petitioner's Exhibit 1723.

Translation

Cables to Hamburg.

Hamburg, April 19th, 1908.

Utility (Hamburg American Line), New York.

Cable Received April 19th Have No Objection Against Low Rate Hamburg May 15th For We Happily Have Advantage Of Being Least Interested Party But Act As You Think Best.

Hamburg, April 28th, 1908.

Utility (Hamburg American Line), New York.

Have Moved That Pennsylvania Be Pitted Against Jelunga May 9th And Pretoria Against Volturno May 23rd Cable If Julunga Volturno Sail Dates Mentioned.

9181

Hamburg, May 6th, 1908.

Utility (Hamburg American Line), New York.

May 1st You Cabled Outlook For Pennsylvania Amerika Poor And Yesterday Amerika Sailed To Our Joy With 2000 At \$28 Filled To Capacity. Is it So Difficult To Estimate Traffic In Advance Please Explain.

Hamburg, May 16th, 1908.

Boas (Hamburg American Line), New York.

9182

Conference Which Meets London 23d And 25th Will Consider Eastbound Question Murken.

# Petitioner's Exhibit 1724.

Translation

Cables from Hamburg.

Hamburg, May 18th, 1908.

Utility (Hamburg American Line), New York.

For Conference London May 23d Till May 26th Please Cable Sailing List New York Continental Line As Far As Possible.

9185

Hamburg, July 1st, 1908.

Utility (Hamburg American Line), New York.

Please Don't Take Any Action Regarding \$3.75 We Ony Ask You For Explanation Why British Lines Canadian Rate Instead of \$4 Only \$3.75 Cheaper Than United States Rate.

Hamburg, March 4th, 1909.

Utility (Hamburg American Line), New York.

Northwest Transport Liner Raglan Castle Left Rot-9186 terdam March 2nd 540 Steeragers Of Whom 170 For Halifax.

Hamburg, April 16th, 1909.

Utility (Hamburg American Line), New York.

We Refer To Your Cable Of Yesterday Please Advance Steerage Outward Rates Three Dollars Advance III Cabin As You Think Best Should Like Suggest Amerika \$3 Other Steamers \$2 Thus trying Fill III Class As Much As Possible.

## Petitioner's Exhibit 1725.

9187

Translation

Cables from Hamburg.

Hamburg, June 5th, 1909.

Utility (Hamburg American Line), New York.

Advance Steerage Outward Rates All Steamers Without Deutschland Two Dollars IIId Class Accordingly Confirm By Cable.

Hamburg, October 23d, 1909.

Utility (Hamburg American Line), New York.

9188

We Refer To Your Cable October 11th Volturno Sixteen Dollar Rate Cable Correct.

Hamburg, November 11th, 1909.

Utility (Hamburg American Line), New York.

Fix IIId Class Prepaid Rate Amerika Kaiserin Auguste Victoria Forty-four Dollars All Others Thirty-nine Fifty Headtax Extra.

Hamburg, November 10th, 1909.

9189

Utility (Hamburg American Line), New York.

Reduce Prepaid Rates Regular Service Prepaid Rates Express Service Thirty-four Confirm By Cable.

Hamburg, December 31st, 1909.

Utility (Hamburg American Line), New York.

Fix Steerage Prepaid Rates All Steamers Thirtyeight Fifty Headtax Extra Eastbound All Steamers Thirty-five IIId Class Prepaid Amerika Kaiserin Forty-six, All Others Forty-three Fifty Headtax Extra Eastbound Unchanged.

## Petitioner's Exhibit 1726.

#### Translation

Cables from Hamburg.

Hamburg, July 8th, 1910.

Utility (Hamburg American Line), New York.

Answer By Cable Was Waldersee January 15th Competitive Seamer Or Whence Rate \$24 We Lack All Information Concerning.

Hamburg, August 15th, 1910.

9191 Utility (Hamburg American Line), New York.

Reduce Waldersee August 17th Steerage Outward Rate \$24 With \$2 Commission.

Hamburg, September 7th, 1910.

Utility (Hamburg American Line), New York.

Reduce Steerage Prepaid Rates Deutschland Amerika Kaiserin \$34 Other Steamers \$31.50 Confirm By Cable.

9192

Hamburg, September 12th, 1910.

Utility (Hamburg American Line), New York.

British Lines Advancing Scandinavian Steerage Outward Rates Five Shillings Think We Must Follow.

Hamburg, October 18th, 1910.

Utility (Hamburg American Line), New York.

Advance Prepaid Steerage Rates Amerika Kaiserin \$34 All Other Steamers Including Philadelphia \$31.50 III Class Steerage Rates Amerika Kaiserin \$41 All Other Steamers Including Philadelphia \$38.50 Confirm By Cable.

### Petitioner's Exhibit 1727.

9193

Translation

Cables from Hamburg.

Hamburg, November 21st, 1910.

Utility (Hamburg American Line), New York.

Please Advance Prepaid Steerage Rates All New York Steamers \$38.50 Philadelphia Service \$36.50 Confirm By Cable.

Hamburg, November 22nd, 1910.

Utility (Hamburg American Line), New York.

9194

Reduce Steerage Outward Rate Amerika November 24th \$25 with \$2 Commission.

Hamburg, December 16th, 1910.

Utility (Hamburg American Line), New York.

Reduce Steerage Outward Rate Pennsylvania December 16th \$26 with \$2 Commission.

Hamburg, December 22nd, 1910.

Utility (Hamburg American Line), New York.

9195

Initial Rates Effective January 1st Please Fix As Follows Steerage Prepaid Rates All Steamers New York \$38.50 Philadelphia \$36.50 Prepaid III Class Amerika Kaiserin \$46 Other Steamers \$43.50 Philadelphia \$36.50 Steerage Outward Rates All New York Steamers \$35 Philadelphia \$33 Eastbound III Class Amerika Kaiserin \$38 Other Steamers \$37 Philadelphia \$36.50 Confirm By Cable.

### Petitioner's Exhibit 1728.

Translation

Cables from Hamburg.

Hamburg, December 30th, 1910.

Utility (Hamburg American Line), New York.

Reduce Steerage Outward Rate Amerika January 5th \$26 With \$2 Commission Confirm By Cable.

9197

Hamburg, January 6th, 1911.

Utility (Hamburg American Line), New York.

800 Destitute Eastbound Steeragers Ex Volturno Which Uranium Tried Yesterday Bring Across Frontier Stopped By Police And Returned To Uranium.

### Petitioner's Exhibit 1729.

June 17th, 1910.

9198

Red Star Line, Passenger Department, Antwerp.

Dear Sirs:

Your favor of the 9th instant enclosing synopsis of bylaws as mentioned therein, received, for which please accept our thanks.

Yours very truly, PASSENGER DEPARTMENT, Per

## Petitioner's Exhibit 1730.

9199

(Red Star Line.)

Antwerp 9th June, 1910.

W. W. Jefferis, Esq., International Mercantile Marine Company, 9 Broadway, New York,

Dear Sir:

Please find enclosed synopsis of bylaws to Agreement A. A. to Agreement V and to Agreement W dated 7th June, 1910. We send these copies to you personally as per special arrangement.

Yours very truly,

9200

RED STAR LINE, (Signature undecipherable.)

# Petitioner's Exhibit 1731.

(White Star Line.)

Passenger Department.

Liverpool 25th May, 1910.

Per S. S. "Teutonic."

W. W. Jefferies, Esq., Fassenger Department, White Star Line, New York.

9201

Dear Mr. Jefferies:

Herewith I send you the printed copy of A. C. Minutes of the 5th instant at Paris; also printed copy of Agreement for E. B. steerage business with Scandinavian American Line.

With kind regards.

Yours faithfully,

F. SWAIN.

#### 9202

# Petitioner's Exhibit 1732.

(Red Star Line.)

Antwerp, 17th May, 1910.

W. W. Jefferies, Esq., c/o International Mercantile Marine Company, 9 Broadway, New York.

Dear Sir:

Please find enclosed A. C. Minutes 145-154 as well as Annex to By-law 150. We address these Minutes to you personally as per special arrangement.

We are, Dear Sir,

9203

9204

Yours very truly,

RED STAR LINE.

### Petitioner's Exhibit 1733.

March 24th, 1910.

Dear Mr. Strasser:

In thinking the matter over again, we have decided to ask you to advise Mr. Peters to send to me only one copy of his letters and statistics, instead of two copies as arranged heretofore. The chances of the documents becoming mislaid would be very much greater if we had two copies than if we had only one copy and we have decided that one copy will answer all our purposes.

Yours very truly,

Mr. Ed. Strasser Antwerp.

# Petitioner's Exhibit 1734.

9205

(White Star Line.)

Steamship Department.

Liverpool, February 28th, 1910.

Dear Mr. Jefferies:

I have to acknowledge your favor of the 18th instant, with regard to correspondence and statistics and matters shall be arranged on the lines you suggest.

With regard to what you now receive from Mr. Peters addressed to the Red Star Line I am sending an extract of your letter to Mr. Strasser explaining what led up to this corespondence and will leave him to arrange with Mr. Peters.

Yours faithfully,

A. B. CAUTY.

W. W. Jefferies, Esq., Passenger Dept., White Star Line, New York.

## Petitioner's Exhibit 1735.

(White Star Line.)

Steamship Department.

Liverpool, February 8th, 1910.

Dear Mr. Jefferies:

Mr. Swain has shown me your letter to him of the 27th ultimo.

Mr. Franklin had some correspondence with Mr. Sanderson regarding the A. C. Agreement, from which we understood it was better not to send you any statistics or Conference papers dealing with the adjustment of carryings, and I am rather surprised to see you still receive such documents from Jena direct. We propose to write Jena to stop sending all such papers, but before doing so shall be glad if you will send me a line if you concur. Perhaps before replying you will show this letter to Mr. Franklin, as he will have his correspondence with Mr. Sanderson in mind.

Yours faithfully,

A. B. CAUTY.

Mr. W. W. Jefferies, White Star Line, 9 Broadway, New York.

9210

#### Petitioner's Exhibit 1736.

9211

(White Star Line.)

Steamship Department.

Liverpool, December 17th, 1909.

Passenger Department, White Star Line, New York.

Dear Sirs:

Atlantic Conference Meeting Nov. 25th.

9212

Transportation to and from London and Paris.

We note your views and are quite in accord as to the desirability of all the Lines agreeing to give up this free transportation to and from London and Paris. We have tried to secure joint action to this end but without avail, and we do not think there is any prospect of securing such an agreement.

In view of what you write we do not propose for the present at any rate, to include transportation to and from London and Paris by our Liverpool service as we quite agree the cost to the company would be a very big item and are pleased to note you do not feel the action of the Cunard Co. in this respect has hurt us to any appreciable extent.

9213

We are writing the Cunard Co. that we are willing to fall in with their suggestion should the other Lines interested also agree. This, of course, so far as our Channel services are concerned, which are the only services by which this transportation is included so far as we are concerned.

Yours faithfully,

For Ismay, Imrie & Co.,

9215

# Petitioner's Exhibit 1737.

December 8th, 1909.

Mr. Lawson Sandford, Secretary Passenger Conferences, 17 State Street, New York.

Dear Sir:

We have received from our Liverpool Office the minutes of the Atlantic Conference meeting held in London on November 25th, and have been asked to bring to the attention of the Lines here, certain Minutes of this meeting.

Minute No. 13 Agreement H-2: A sub-committee was appointed to consider this subject, which reported as follows:

"H-2 Agreement. This Agreement was discussed noted that it is the intention that passengers booking first or second-class from America outward by one line and return by another before making the outward voyage are to have the benefit of this Agreement as regards their return ticket. The New York representatives to discuss this question with the view to arranging the simplest method of covering the point. (Signed) Ad Storm."

9216 In connection with this our Liverpool office write us as follows:

"Agreement H-2 was discussed at some length, and the Hamburg American Line put forward certain suggestions for collecting a fee for transfers and making a deduction in case of refund on prepaid tickets. The feeling, however, was in favor of making this agreement work as smoothly as possible for the passenger with the idea of encouraging the purchase of prepaid tickets.

9217

In the event of a passenger booking out by one line, and taking a return ticket by another line, it is understood that the return ticket is to come under this Agreement, and it is left to the New York Agents to consult together as to the simplest way of handling this point to secure the desired result."

Will you kindly bring the above matter to the attention of the Lines so that it may be promptly considered, and oblige,

> Yours very truly, PASSENGER DEPARTMENT.

> > Per

9218

## Petitioner's Exhibit 1738.

December 7th, 1909.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Atlantic Conference, London November 25, 1909.

We are in receipt of your favor of the 26th ulto., enclosing the Minutes of the Meeting of the above Conference which we have very carefully noted and for which please accept our thanks.

9221

Minute 13—Agreement H-2: We note your remarks, and will place the subject before Conference here at the earliest possible moment with a view to having it discussed by the lines and a decision arrived at.

The other Minutes to which you particularly draw our attention are very carefully noted, and we are now awaiting the result of your efforts to advance the Second-class rates, which we trust will be successful.

Yours very truly,
PASSENGER DEPARTMENT

Per

#### Petitioner's Exhibit 1739.

9223

December 7th, 1909.

Messrs. Ismay, Imrie & Co., Steamship Department, Liverpool.

Dear Sirs:

Atlantic Conference Meeting November 25th.

We are in receipt of your favor of the 27th ulto., enclosing copy of the Minutes of the above meeting in London, which we have very carefully noted.

Minute No. 13: Your remarks regarding Agreement H-2, are carefully noted, and this matter will be brought up before the Conference here at the earliest possible moment.

Minute No. 17: We regret you were not successful in having the Cruise business exempted from the Agreement, but consider that what you were able to get was the next best thing.

Minute No. 24: We regret to note that the German Lines were not satisfied with the first and second-class rates you were willing to take for the "Laurentic" while in the New York trade and that the question has gone to arbitration. In the meantime we are quoting £16.10 first-class and £9 second-class and presume you will promptly advise us the arbitrator's decision.

Minutes 18, 20 and 21: We trust that the Lines will agree to advance the second-class rates, as the feeling here is that next year second-class business especially should be very heavy, and we think we all ought to be in a position to take advantage of it.

Baggage Checking System: Your remarks are noted, and if the Cunard Line will agree to adopt this system for their Mediterranean Service, we approve of its adoption also by our Line.

9224

Transportation to and from London and Paris: We must say that we do not see much merit in the Cunard Line's suggestion, except that it produces to a certain extent a pressing burden on the Channel Services. Our feeling is and has been for sometime, that there is no material benefit to any line in the giving of free fares to London and Paris, and we are strongly in favor of a discontinuance of this free fare of course, provided all lines would agree.

9227

In our opinion our New York-Liverpool Service has this year been less affected by the severe competition of the Cunard Line than our Channel Services, we having not only held our own on the Liverpool Service but made a slight gain, and we do not consider the practice of the Cunard Line of giving free tickets to London or Paris has hurt us to any appreciable extent, and in any event, whatever damage they may have done we do not consider could at all be compared to the cost to us if we were to inaugurate the practice of giving free tickets between Liverpool and London and Paris.

Yours very truly,
PASSENGER DEPARTMENT,
Per

## Petitioner's Exhibit 1740.

9229

#### AMERICAN LINE.

Liverpool, July 29th, 1910.

American Line,
Passenger Department,
6, Bowling Green,
New York

Dear Sirs.

A. C. Agreement Westbound Third Class Business. It was decided that in view of American Line's Philadelphia service position in relation to Westbound carryings that the British rate for this service be advanced by 5/—making the Westbound prepaid rate \$30.00.

9230

We therefore cabled you yesterday:

"Advance British Prepaid Rate third class Liverpool Philadelphia Service \$30,"

which we confirm, and which we are sure has had your usual prompt attention.

Yours truly,

For the American Line.

# Petitioner's Exhibit 1741.

III CL. PASS.

July 29-10.

To The Manager, American Line, Liverpool.

Dear Sir:

Prepaid Rates. We beg to confirm receipt of your cable of the 28th as follows:

"Advance British Prepaid rates Third Class Liverpool-Philadelphia Service \$30.00."

On receipt of this we promptly advised Philadelphia and also telegraphed the other general offices to increase the British prepaid rates for your service by \$1.25. We take it that this increase is due to our position under the Westbound Agreement.

Yours faithfully, AMERICAN LINE, Per

#### Petitioner's Exhibit 1742.

9235

AMERICAN LINE,

Liverpool, June 11th, 1910.

American Line,

Passenger Department,

9, Broadway, New York.

Dear Sirs:

A.A. Agreement-Westbound.

In view of the fact of the American Line becoming minus party is in sight, it was decided to reduce the rates off Havre and Cherbourg for American Line Southampton Service, and we cabled you yesterday accordingly as follows, which we confirm:

9236

"American Line Service New York Southhampton Reduce Continental Prepaid rates from Havre \$35 from Cherbourg \$33."

Yours faithfully,

For the American Line.

#### Petitioner's Exhibit 1743.

III CL. PASS.

June 3-10. 9237

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Inland Railway Fares From Antwerp. We are very pleased to note that you have at last overcome the difficulties with the Railway Companies and are preparing a new tariff which you hope to send us shortly.

Yours faithfully, RED STAR LINE, Per

### Petitioner's Exhibit 1744.

May 6-10.

Messrs. Ismay, Imrie & Co.,
Passenger Department, Third Class.
Liverpool.

Dear Sirs:

Continental E. B. Rates "Philadelphia."

We confirm your cable of the 6th as follows:

"Reduce Continental steerage rate Philadelphia May 7th. Hamburg Bremen Rotterdam Antwerp to \$25.00,"

9239 and our reply:

9240

"Referring to your cable of May 6th Continental rates Philadelphia instructions received too late to have any effect."

We felt that little if any good would be effected by advising agents of the further reduction in rates. As far as points outside of New York are concerned it would be of no use whatsoever as in the majority of cases passengers books at least 24 hours before sailing and as far as this city is concerned, putting out the reduced rate now we don't think would result in any appreciable gain and would only cause claims on the part of passengers booked at the \$27 rate for refund of the difference and leave the door open to manipulation of the rates by some agents.

While the "Sicilian Prince" reduced their rate, which we assume accounts for your cable, the "Prince" boats that are employed in the Northwest Service are by no means as well known and as popular as the other vessels. Under all circumstances we concluded that nothing could be gained by putting out the reduced rate so close to sailing time and we trust that you will approve our action in this respect.

Yours faithfully, WHITE STAR LINE,

### Petitioner's Exhibit 1745.

9241

Copy of Cable.

Liverpool to Internavco, N. Y., May 6th, 1910. Reduce Continental Steerage rate Philadelphia May 7th, Hamburg Bremen, Rotterdam, Antwerp to \$25.00. (Copy to Vice Presidents and Third Class Dept.)

## Petitioner's Exhibit 1746.

Feb. 8th, 1910.

Messrs. Ismay, Imrie & Co.,
Passenger Department, Third Class.
Liverpool.

9242

#### Dear Sirs:

Manifesting E. B. Aliens. We have read with interest your comments on the proposal of the authorities to have these manifests completed before the sailing of the steamers and we are pleased to say that as result of the protest made by the lines and the special visit of Secretary Sandford to Washington the authorities have at least for the time being held in abeyance their request for the change in the method of procedure.

Northwest Transport Line. We enclose copy of circular of F. Vessely & Co., Agents of this line, which is explanatory. You will see that they are making some inroads on westbound business if the statement is correct that the "Uranium" secured 1100 passengers. Shall be interested to know if there is any truth in the statement regarding the three new twin-screw steamers to come out in March. Of course we were aware that they had purchased the "Heliopolis" and "Cairo" but surprised to see that they have also secured another vessel.

9243

Yours faithfully, WHITE STAR LINE, Per

## Petitioner's Exhibit 1747.

# WHITE STAR LINE.

Per S.S. "Mauretania."

Liverpool, 19th February, 1910.

Passenger Department, Third Class.
White Star Line,
New York.

#### Dear Sirs:

Manifesting E. B. Aliens. We note that the Lines resolved to send Secretary Sandford to represent to the authorities at Washington the difficulty that would be experienced in completing these manifests prior to the steamers' sailing, and which we are pleased to note has resulted in their demands being withheld for the time being.

North West Transport Line. We have no confirmation of the numbers secured by the "Uranium" from Rotterdam Feb. 5th, nor have we heard yet that this fleet is to be augmented by three new twin-screw steamers in March next. If any literature is issued advertising their departures we will thank you to send us copies.

9246

Yours faithfully, For ISMAY, IMRIE & CO.

#### Petitioner's Exhibit 1748.

9247

From Ismay, Imrie & Co., Liverpool.

For New York Office.
Third Class Passenger,
For Ismay, Imrie & Co.,

19th February, 1910.

Per S.S. "Mauretania."

Passenger Department, White Star Line, Boston.

Dear Sirs:

9248

Your favour of the 8th. instant to hand, contents noted.

Joint Passenger Tariff B-3 Supplement No. 3 to Joint Tariff C-2—Extensions.

We duly received the three copies of this tariff supplement which arrived per S.S. "Laurentic," for which we are obliged.

Advertising matter. Copies of recent issues duly received, for which we thank you.

"Zeeland's" Scandinavian & Finnish Rates. We have before us your rate sheet dated 1st. February from which we notice that you have shown the Scandinavian and Finnish prepaid rates for the "Zeeland" as being \$36.00 and \$39.00 respectively, but these should read \$38.75 and \$41.75. Will you please make the necessary correction.

9249

Yours faithfully, For ISMAY, IMRIE & CO. 9250

Red Star Line, Office of the Manager, Antwerp.

Dear Sir:

We desire to refer to your letter of the 6th of September which has reference to Mr. Peters' letter No. 5233 dealing with the information received from the New York Office of the Anchor Line regarding agents Iz. Herz, 2 Carlisle Street and the European S. S. Co. 115 First Street. In reply to your inquiry as to whether these agents are disqualified will say Mr. Herz represents practically all the Conference Lines (British and Continental) and there has been no thought of his disqualification on account of the character of the advertisement in the newspaper "Russky Golos" referred to. The European S.S. Co., 115 First Street, represents only the Uranium S.S. Co.

The advertisement of Mr. Herz was considered rather clever, it being inserted by him as an offset against the advertisement of the Uranium Line put in by the European S.S. Co. simply to catch business which he thought otherwise would drift to the Uranium Co. although Messrs. Oelrichs & Co. have advised him that it would be best not to continue this sort of advertising. There is no doubt that it is not agent Herz alone but all the Continental agents are expecting or looking for so-called cheap-rate steamers and as soon as they are announced do everything possible to hold passengers for these departures.

Yours faithfully, RED STAR LINE, Per

9251

# Petitioner's Exhibit 1752.

9253

#### RED STAR LINE.

Antwerp, September 6th, 1910.

Messrs. The Red Star Line, Passenger Department, New York.

Dear Sirs:

With reference to Mr. Peters' letter No. 5233 it would interest us to know whether the agents Isidor Herz, 2 Carlisle St., New York & the European Steamship Co., 115 First Street, New York, are disqualified and if so whether the Conference agents are watched so as to prevent them accepting passengers from these two agencies.

9254

Yours very truly,
(Signature undecipherable)

## Petitioner's Exhibit 1753.

N. D. L. V.

No. 5233.

Jena, September 5th, 1910.

To the Parties.—Fighting Steamers Against the Uranium S.S. Co. (G. 967).

I refer to the information given by the New York agency of the Anchor Line in G.961. What was stated in the letter in question has been confirmed by the advertisements reproduced in the appendix; these were sent me by Russamerica in the original copy and in a translation of the same. As long as advertisements of this kind appear only in Russian, the matter is not so bad as few passengers read Russian; but it is to be assumed that the matter will take on greater dimensions. The idea is evident, namely, that agents of the Uranium are endeavoring to attract passengers who would not travel by that line. It is improbable that they are Conference agents and that they would really make bookings for the proposed fighting steamers, as their doings would certainly be brought home to them.

The most practical means of meeting such methods would be to install very slow sailing steamers as fighting steamers; and if there were no special objections to this course, it might be of service to make use of the steamers of Russamerica who have declared their willingness to postpone the sailing of both of their steamers by two days, that is, to the sailing day of the Uranium Company.

A fair agreement could also be come to with them (Russamerica) to cover the case in which the Uranium should repeat their previous manoeuvre of putting forward their sailing-day.

Respectfully,

9258

War! War!

Do you know between whom?

All the shipping companies, having united their forces, have been carrying on a competition for some time against a new shipping company. On this account the united companies are lowering the price of the passage to Europe by their best steamers. This is quite true. On June oth the express steamer "Prinz Friedrich Wilhelm" sailed from New York and the price for the passage by her to Bremen was only \$24, although the usual price is \$35. This competition is being still carried on. Why should not the opportunity be turned to advantage? Travel back to your homes on the following, days: 18th August, 1st, 15th and 29th September. We assume that on these dates the fare for the passage across the ocean will be considerably less than usual; it is extremely likely that it will be so. Secure a berth for yourself in anticipation by the sending of only \$1 as deposit. Do not squander your money without advantage by paying dear for the passage to any swindling agent. In addition to the sailings on the dates indicated, express steamers sail three times in the week for all the ports of Europe.

We also sell steamer tickets for the Journey from Europe to America. We see to the consular papers for travellers to Europe, as well as to all the other documents necessary for travelling, for a fee of \$1.60. In the case of those who do not possess papers of any kind we do what is necessary to obtain passports for them. We send money to Europe and see that it reaches the persons for whom it is intended within 12 days. We perform notarial duties for Russian subjects and persons. We draw up deeds, and authorizations of all kinds; we attend to the documents necessary in connection with military service, etc.

Apply personally or in writing to:

Isidore Herz, Dept. R. 2, Carlisle St., New York. (Telephone 2239 Rector).

9260

2).

23 Dollars. 23 Dollars.

23 Dollars. Steamer tickets to Europe. 23 Dollars. For 23 Dollars you will be able to travel to Hamburg, Bremen, Rotterdam and Antwerp—and for 31 Dollars to Libau—by first class, express steamers. If any person wishes to avail himself of this opportunity, let him send us a deposit of \$3, and we shall a good berth for him on the steamer. Do not believe other agents who promise to send you cheaply to Europe. This is untrue. They make this assertion in order to entice you and then fleece you. We only can sell you cheap steamer tickets, as we do not have any agents to whom we must pay commission. 30 Dollars for the steamer tickets from Europe. 30 Dollars.

EUROPEAN STEAMSHIP CO., 115 First Street, N. Y.

9264

### Petitioner's Exhibit 1754.

9265

III CL. PASS.

Nov. 11-10.

Red Star Line, Office of the Manager, Antwerp.

Dear Sir:

Uranium Competition.

The "Grosser Kurfuerst" which sailed Thursday in competition with the "Volturno" had 1781 passengers and the Lloyd informed us that they shut out considerably over 1000. In fact the revised figures they give us are 1550. These they are transferring to the "Pennsylvania" of the Hamburg Line sailing tomorrow. You will therefore see the steamer was very heavily overbooked. This is due entirely to the long advance notice of the reduced rate, which was given to the agents. The circular of the Lloyd was dated Nov. 1st, 10 days prior to the sailing of the ship. We all feel that this advance notice seriously effected the bookings of other steamers which are maintaining regular rates. As an instance the "Lapland" on Wednesday had a comparatively small number of passengers, whereas under ordinary conditions we would have looked for 600 to 700.

The "Volturno" we understand from fairly authentic sources sailed with 625. Of course it is to be presumed that she would have had more passengers had it not been for the low rate in force for the "Kurfuerst," but we are inclined to feel that it is a mistake and tends to demoralize business to put out these rates so far in advance of sailing. The situation can be met for a Thursday sailing by sending the notice out not earlier than the previous Saturday. However as Mr. Van Reuchlin of the Holland American Line is now here it is possible our Vice President will have an opportunity of discussing this question with him.

Yours faithfully, RED STAR LINE, Per 9266

## Petitioner's Exhibit 1755.

III CL. PASS.

Feb. 1-10.

Red Star Line, Passenger Department, Antwerp.

Dear Sirs:

Northwest Transport Line. We understand the "Napolitan Prince" had 95 (estimated) and the "President Lincoln" 583. To meet the sailing of the "Sicilian Prince" on Saturday the 5th, the "President Grant" has been selected at a rate of \$22.

Colonist Rates. We are sending you under separate cover copies of the Old Dominion S.S. Co.'s immigrant colonist rates, also Joint Supplement #1 to First Class Tariff 53 and the Colonist First & Mixed Class rates over the Trunk Line Railroads from this port.

Yours faithfully, RED STAR LINE, Per

rei

9270

## Petitioner's Exhibit 1756.

9271

III CL. PASS.

Jan. 28-10.

Red Star Line, Passenger Department, Antwerp.

Dear Sirs:

Colonist Rates. We are advised by the R. R. Committee of the Lines that the Joint Routing Committee have given notice that these low rates will be in effect for the Spring period Feb. 28th, to April 14th. The usual supply of the supplements to Tariff 13 we will send you by first steamer after receipt.

Yours faithfully, AMERICAN LINE, Per

9273

#### Petitioner's Exhibit 1757.

III CL. PASS.

Jan. 25-10.

Red Star Line, Passenger Department, Antwerp.

Dear Sirs:

Northwest Transport Line Competition.

As advised you in our letter of the 21st. the rate for the "Lapland" was reduced to \$22 in competition with 9275 the S.S. "Uranium" of the Northwest Transport Line, the results being as follows:

S. S. "Uranium,"	90 p	assen	gers
S.S. "Lapland,"	Ad. Ch. I.		
At \$35 rate	62	2	0
At \$22 rate	307	19	12
Bondables	15		
Belg. Consular Orders	1		
		_	_
	385	21	12

We did not cable you as Secretary Sandford cabled Mr. Peters the results as above.

9276

Yours faithfully, RED STAR LINE, Per

## Petitioner's Exhibit 1758.

9277

III CL. PASS.

Jan. 26-10.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

"Lapland" Sailed 22nd Competitive Rate.

Referring to our letter of yesterday in which we have given you particulars as to the passengers secured at the competitive rate of \$22 against the "Uranium," we overlooked mentioning that there were a number of passengers from New England points who, on account of the delay to the Fall River Line steamer, caused by a severe storm, did not reach New York in time to sail by the "Lapland." Four of these arrived in time to sail by the "Baltic" and went forward on that vessel; eight sailed yesterday by the "Kronprinz Wilhelm." We first took up the question of transfer with the Small Committee who gave their approval so that it will be quite in order for the White Star and Lloyd to receive the usual compensation.

Yours faithfully, RED STAR LINE, Per

9279

#### Petitioner's Exhibit 1759.

#### RED STAR LINE.

Antwerp, 20th April, 1910.

Red Star Line, 3rd Class Passenger Department, New York.

Dear Sirs:

Your favour of 5th inst.—S.S. "Kroonland" 2nd April 1910. We note that 408 passengers were transferred from the "Laurentic" which were booked at \$27 each. We have handed our claim to Secretary Peters for 408 adults, what, we suppose, is right, if not, please let us know the necessary details.

S.S. "Finland" 9th April. We beg to acknowledge receipt of your favour of 12th inst. We note there were 12 passengers transferred from the "Adriatic" at reduced rates. Our above observation refers to your figures in the letter of 12th inst. too and if the 12 transferred passengers are not adults all, please advise us.

Yours faithfully, RED STAR LINE.

9282

#### Petitioner's Exhibit 1760.

9283

RED STAR LINE.

Antwerp, 23rd April, 1910.

Red Star Line, Passenger Department, New York.

Dear Sirs:

S.S. "Kroonland" 2nd April and S.S. "Finland" 9th April eastb.

Referring to our letter of 20th inst. we should feel obliged by your letting us have at your earliest convenience passenger manifests of both steamers for Mr. Peters.

9284

Yours truly, RED STAR LINE.

## Petitioner's Exhibit 1761.

RED STAR LINE.

Antwerp. 26th May, 1910.

Red Star Line, 3rd Class Passenger Department, New York.

Dear Sirs:

9285

Your favours of 3rd and 13th inst to hand.

S.S. "Kroonland" westbound 2nd April and S.S.
"Finland," 9th April. We beg to thank you for the correct statements of the passengers forwarded at the reduced rate. We should feel obliged by your making clear to us in future when giving such figures that they are only approximate numbers and that they cannot be used as basis for our account to Secretary Peters.

Yours faithfully, RED STAR LINE.

#### Petitioner's Exhibit 1762.

III CL. PASS.

April 26-10.

To the Manager, American Line, Southampton.

#### Dear Sir:

Your favors of the 15th. inst. to hand. "Philadelphia" E. B. April 2nd. We note you desire a list of the 25 Continental passengers booked at the \$27 rate for the "Lauren" who were shut out from that steamer and tran arred to the "Philadelphia." We are enclosing same herewith.

We are asking the White Star Line to arrange to send a list of the passengers booked at the special rate in force for the "Adriatic."

We noticed on this steamer there were some for Canadian points but they seemed to have the stipulated amount of money to enable them to pass the Canadian border.

Agreement "L." S.S. "New York" sailed from here the 23rd, with

Italians 13 Orientals 29

> Yours faithfully, AMERICAN LINE,

> > Per

P. S. "St. Paul" Saturday. We are just in receipt of cable from Liverpool as follows:

"Reduce Continental steerage rate St. Paul April 30 Hamburg Bremen Rotterdam Antwerp to \$27 commission \$2.00."

the reason for which action is fully understood and circulars will be sent to our agents at once.

9287

#### Petitioner's Exhibit 1763.

9289

(American Line.)

THIRD CLASS.

Southampton, Sept. 14, 1910.

The American Line, New York

Dear Sirs:

Eastbound Rates. Since you wrote your letter acknowledging cable from Liverpool reducing the British rate to \$31.25, you will have received a cable announcing a \$1.25 advance by all Lines, thus restoring the British rate to \$32.50 which is now our normal rate.

We are sorry to hear the reduced rate we have made to Hamburg will have but little effect. We do not see how we can make a lower rate than \$32.50, as it it obvious it would hardly do to make a lower rate to Hamburg than to Southampton and London.

We quite agree that a reduction in the Oriental rate would be the best way to equalize our position under "AA." Unfortunately we are in the plus under the "Medit." and are afraid we shall not be able to advise you to reduce rates.

Commercial Allowance on Inland Fares. We are pleased to note from the circular you enclose that the B and O have followed the Erie in payment of commission on first-class business direct to the Steamship Companies. Are these the only Companies who pay?

Yours truly, for AMERICAN LINE. 0900

## Petitioner's Exhibit 1764.

III CL. PASS.

Sept. 23-10.

To The Manager, American Line, Southampton.

Dear Sir:

9293

E. B. Rates. We note your remarks with reference to your cable of the 31st. ulto, reducing British and Continental rates. Our remarks that this reduction would have little effect referred to British business of which, as we pointed out, we have comparatively little. The reduction of the Hamburg rate, as you will see from our letter, we said would tend to help our Continental business i. e., in weeks when we are not confronted by specially reduced rates in competition with outside line. As you will have seen our numbers have shown somewhat of an increase due to the Continental reduction and also to a certain percentage of Armenians and Syrians which we are getting despite our high rate.

9294

We note that you quite agree with us that the best way to reduce our minus in the A. A. Agreement would be by a reduction of the Oriental rates, but we cannot quite follow your remarks that "Unfortunately as we are in plus under the Mediterranean you are afraid you will not be able to advise a reduction in rates" inasmuch as from the Mediterranean Eastbound Statistics to August 31st the American and White Star Channel Services appear to be in the minus by 332. It would seem that we commenced the new year under this agreement with a minus which has increased from week to week. We therefore should say that with a minus under both the A. A. and the Mediterranean it would seem advisable to seriously

consider whether our Oriental rates should not be reduced so we could secure the traffic which would certainly help to equalize under both agreements and we hope we will hear from you fully on this point.

Commercial Allowance Inland Fares. In reply to your query as to whether the B. & O. and Erie are the only Companies paying commission on first-class fares will say that in addition to these the Lehigh Valley, Delaware, Lackawanna & Western and the New York, Ontario & Western RR. pay such commission.

Agreement "L." S. S. "La Lorraine" sailed from 9296 here the 22nd inst. with

Italians	151	
Orientals	53	
Continentals	243	
Deported	12	
Government Req.	21	480

Yours faithfully,

AMERICAN LINE.

Per

#### Petitioner's Exhibit 1765.

III CL. PASS.

July 26-10.

To The Manager, American Line, Southampton.

Dear Sir:

9299

We note with some surprise you say that we were both wrong in our statement that the agreement period expired the end of June this year and that you find it does not expire until the end of June, 1911, and for that reason you are not taking any action at present as regards adjustment of rates. It is evident we do not quite understand each other. We thought we made ourselves clear in all our letters on the subject that we looked forward to the time when the agreement year would expire about June 30th and that we would make a fresh start from July 1st and in fact a reading of Mr. Peters' Mediterranean Conference circular letters would sustain our view. Circular Letter 585 deals with the proposal for an agreement on rates to commence with the new agreement year submitted by the Austro Americana, which seems to have been approved by our friends in Liverpool in their replies given in Letters 600 and 612 with the proviso that the American Line and White Star Channel Service rate should be \$50. We presume this had reference to Turin as the basing point which is our present rate but we feel that at this figure we cannot expect to look for the return of any of our Eastern traffic.

9300

From the first statistics for the new year just received we see that we commenced the first week with a minus the French Line slightly in the plus. We have, as you know, before frequently referred to our peculiar position growing out of our large minus in the A. G. Agreement which up to June 30th amounted to 2323, having been growing from week to week and while you say in your letter that you are considering a reduction in the rate to Hamburg and other Northern Continental ports as a means of reducing same, we feel that while this might help to adjust matters, in view of the fact that the steerage traffic of the American Line of late years has been largely built up on the Eastern business *i. e.* North Italian, Greek and Oriental, if we are to look for any effective means of reducing the minus it must be by quoting such rates for the Eastern traffic as will enable us to recover some of our lost patronage.

9302

We quite agree with you that the position of the French Line seems rather extraordinary as it would certainly appear that they paid little attention to reducing their plus. They probably, from what we can gather here, felt that it is necessary for them to continue to quote rates as would enable them to secure what they consider the proper share of the business, irrespective of any Agreements.

We are more convinced than ever that it will be impossible for us to improve our position until we quote equal rates with the French Line as we used to under Agreement L. and we urge you to seriously consider whether we should not reduce our rates to Turin at least to the same basis as the fast French Line steamers "La Provence" and "La Lorraine" viz. \$44. It is useless to suppose that we can secure any of this traffic at a \$6 higher rate.

9303

Yours faithfully,

AMERICAN LINE.

Per

#### Petitioner's Exhibit 1766.

(American Line.)

Southampton, June 11, 1910.

The American Line, New York.

Dear Sirs:

We have your L 757 of May 31.

Competition Rate. We note the reason for the delay in sending us the full and correct list of passengers booked at the competitive rates. Of course, if you think the embarkation slips are not a safe guide as to the number who actually embark, then we must wait until the Purser's return is in your possession. We are glad to hear that the list for the "Philadelphia" will certainly reach us by next mail.

Transfer of Passengers and Baggage to Ellis Island. We note from the letter you have written to the White Star Line, Liverpool, copy of which you enclosed, that following an accident to one of the Moore steamers carrying passengers and their baggage to Ellis Island, a meeting of the members of the conference was called to consider the contract between the Lines and J. E. Moore & Co., and that it seemed to be the general opinion among the members other than Italian that they were sufficiently protected.

Yours truly, for AMERICAN LINE.

9305

#### Petitioner's Exhibit 1767.

9307

III. CL. PASS.

June 17-10.

To the Manager, American Line, Southampton.

Dear Sir:

W. B. Business. We note your remarks. Judging from the numbers from yours the traffic continues small but with the large numbers the Continental Lines are gettting, as you say it will perhaps soon enable you to reduce your rates as your plus position appears to be decreasing.

9308

Agreement "L." S. S. "La Gascogne" sailed from here the 11th inst. with

Continentals	24	
Orientals	13	
Italians	5	
Deported	13	55

S. S. "La Provence" sailed from here the 16th inst. with

Italians	152	
Orientals	22	
Continentals	232	
Deported	7	
Government	17	430

Yours faithfully, AMERICAN LINE. Per

9311

#### Petitioner's Exhibit 1768.

(American Line.)

Southhampton, June 6th, 1910.

American Line, Passenger Dept. (3rd Class), New York.

Dear Sirs:

"St. Paul" E. B. April 30. We are in receipt of your letter (L. 755) of the 27th ultimo enclosing statement of passengers by above steamer at cut rate of \$27.00, from which we note there were a total of 348 statute adults, not 357 adults as previously advised by you.

We have therefore had to send in an amended account to Mr. Secretary Peters for the compensation due, and as this has had to be the case with nearly all our accounts rendered him for compensation amounts, we think in future it will be best for us to await receipt of the passenger manifests before sending in our claims. We hope, therefore, that you will see your way to let us have such manifests as soon after the sailing of the steamers with cut rates as possible, in order that there may be no undue delay in claiming compensation.

9312

Yours truly,

for AMERICAN LINE.

#### Petitioner's Exhibit 1769.

9313

III CL. PASS.

June 7-10.

To The Manager, American Line, Southampton.

Dear Sir:

Your favor of the 27th ulto. to hand.

"Philadelphia" E. B. April 2nd. With reference to your remarks the discrepancy is largely due to a mix-up between our Bookkeeping Dept. and that of the White Star Line. We are, however, sending you a corrected list herewith.

9314

W. B. Business. We note that, as we assumed, our plus position has been reached owing to the Philadelphia Service having greatly overcarried their allotment share.

S. S. "Philadelphia" sailed Saturday with 104 Third Class, which was doing as well as could be expected under the circumstances. As you will see from the Agreement "L" returns we only had very few Italians and Orientals.

9315

Agreement "L." S. S. "Philadelphia" sailed from here the 4th inst. with

Italians Orientals 16 · 9 24

Yours faithfully, AMERICAN LINE. Per

## Petitioner's Exhibit 1770.

III CL. PASS.

May 24-10.

To The Manager, American Line, Southampton.

Dear Sir:

Your favors of the 14th inst. to hand.

"St. Paul" E. B. April 30.—"Philadelphia" E. B. May 7. We hope to send you statements of the numbers secured by the "St. Paul" at the competition rates in effect for this steamer by next mail and that for the "Philadelphia" by the following mail.

Deported Aliens. We are obliged for the papers in the case of Edwin Ford returned per "Philadelphia" April 2nd.

"New York." For this steamer sailing Saturday we had 802 Third Class. We were obliged to shut out 273, of which 237 were transferred to the "Lapland" and 36 to the "Celtic," which information we thought it advisable to cable you yesterday and confirm our message as follows:

"May 21st. Continentals S. S. "New York" 675 transferred Lapland 237 Celtic 36."

The division of the Continental passengers at the competitive rate on the "New York" were as follows:

At \$27.00 302 ad. 21 Ch. 11 Ch. At \$24.00 348 " 30 " 20 "

We think it advisable, however, to wait until you receive corrected statement from our bookkeepers before rendering your account to Secretary Peters.

We understand the "Campania" of the Uranium S. S. Co. which had been scheduled to sail June 4th has

9317

now been changed to the 9th and there is a rumor that their sailings hereafter will be on Thursdays.

Immigration Movement. We are sending you some interesting statistics prepared by the Western Passenger Association and distributed to the Lines. Some of the information of course is covered in the Government reports which you receive from time to time, but the particulars regarding distribution of the traffic in the Western Passenger Ass'n territory has not before been promulgated amongst the S. S. Lines.

Yours faithfully,

AMERICAN LINE.

Per

## Petitioner's Exhibit 1771.

(American Line.)

Southampton, May 27, 1910.

The American Line, New York.

Dear Sirs:

"Philadelphia" April 2 EB. We note the exact number of passengers carried at the competition rate was 20 adults and one child, and we shall send a corrected account for compensation to Secretary Peters.

"New York" EB. We shall be able to get off 350 of the Hamburg passengers on Sunday, and half the Antwerp passengers the same day. The balance will go forward on Monday. If it be not convenient to send us a list of the competition passengers by return, please send us the correct number so that we may send in our account for compensation.

Westbound Business. Owing to the American Line's position as a whole we are unable to reduce our rates, and you have rightly assumed that this position has been reached owing to the Philadelphia Service having so greatly overcarried their allotment share.

Yours truly, for AMERICAN LINE.

9324

### Petitioner's Exhibit 1772.

9325

III CL. PASS.

May 31-10.

To The Manager, American Line, Southampton.

Dear Sir:

Competitive Rates. The delay in sending you the figures of passengers carried at the reduced rates on the "St. Paul" and "Philadelphia" is due to the fact that our bookkeepers have to await the purser's return before making up these statements. It is of course feasible to send a statement from the embarkation slips at hand but it has been customary in the past never to send corrected statements until after receipt of the purser's return. The statement of the "St. Paul" was sent you last Friday and the "Philadelphia's" figures we will certainly send you by Friday's mail.

As regards those booked on the "New York" we have written you on the 27th giving you the exact numbers made up from the embarkation slips and there is not likely to be very much discrepancy between these figures and the final statement.

9327

9326

Agreement "L." S. S. "La Touraine" sailed from here the 26th with

Continentals 88
Orientals 22
Italians 141
Deported 45
Government 8 304

S. S. "St. Paul" sailed from here the 28th inst. with

Italians 10 Orientals 14 24

Yours faithfully,

AMERICAN LINE
Per

#### Petitioner's Exhibit 1773.

III CL. PASS.

May 6-10.

To The Manager, American Line, Southampton,

Dear Sir:

"Philadelphia" Tomorrow. We expect to have between 500 and 600 Third Class for this steamer tomorrow. Of course this will be largely made up of Continentals at the reduced rate. We received a cable from Liverpool this morning to further reduce the rate to \$25 but you will note from copy of our letter to them we felt it is too late now to be of any effect, as the bulk of the passengers outside of New York are already booked and would only result in dissatisfaction and trouble with agents regarding those booked at the higher rate. Two rates on a ship cause an endless amount of difficulty and those booked at the high rate when they learn of it will always clamor for refund.

9330

9329

Agreement "L." S. S. "La Bretagne" sailed from here the 28th ulto. with

Italians	58	
Orientals	17	
Continentals	91	
Deported	16	
Government	18	200

# Petitioner's Exhibit 1773

9331

S. S. "St. Paul" sailed from here the 30th ulto, with

Italians 12 Orientals 2 14

S. S. "Chicago" sailed from here the 2nd inst. with

 Continentals
 98

 Orientals
 10

 Italians
 32

 Deported
 31
 171

Yours faithfully, 9332 AMERICAN LINE.

Per

# Petitioner's Exhibit 1774.

III CL. PASS.

May 10-10.

To The Manager, American Line, Southampton.

Dear Sir:

Savannah Line Immigrant Tariff. We note your remarks with reference to the new tariff of this company and that same cannot be put in use until adopted by Conference. Doubtless Secretary Smyth has received from Mr. Sandford copy of the notice sent out by the R. R. Committee of the lines the arrangement having the approval of the Companies here. We fully appreciate that the bulk of the passengers prefer the all rail route. Still for bookings to the Southwest, particularly in the case of families, there is a considerable saving in using the part water part rail route.

S. S. "Philadelphia" sailed Saturday with 821 Third Class. This number included 533 Continentals. We will have our bookkeepers prepare a detailed report of the passengers booked at the \$27 rate so you can make up your statement for Secretary Peters which we hope to send you very shortly.

Yours faithfully, AMERICAN LINE.

9335

#### Petitioner's Exhibit 1775.

9337

(White Star Line.)

Passenger Department.

Liverpool, 3rd April, 1908.

Per S. S. "Lusitania."

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

Third Class Eastbound Pool.

Your favour of the 18th ulto, received, and we note your remarks regarding a division of the I. M. M. Co.'s percentage among the different Services, which you consider will assist you to keep a close watch over the Eastbound numbers.

We hardly think, however, that a sub-division, such as you suggest, would be of any material benefit in the direction indicated, as our first object should be to let the booking go on normally, for all the Lines; then if the I. M. M. Company, as a whole, is running over its percentage, to increase the rates on whatever business is yielding the lowest return, and the figures we sent you last mail will help you in this.

There has, however, been a general demand from the other Lines that the division of the I. M. M. Co.'s percentage among the associated Lines should be declared, and Mr. Ismay has accordingly addressed a letter, as per copy attached, to Secretary Peters. This will give you, to some extent, the information you ask for.

> Yours truly, For ISMAY, IMRIE & CO.

9338

### Petitioner's Exhibit 1776.

(Copy.)

Steamship.

April 2nd, 8.

Secretary Peters.

Nordatlantischer Dampfer Linen Verband, Jena.

Dear Sir:

9341

Referring to your circular letter G. No. 36 of the 30th ultimo and your previous communications regarding the I. M. M. Co.'s percentage of the Westbound and Eastbound Pools, while I am not prepared to admit that there is any obligation on the I. M. M. Company to declare a percentage for each of the Associated Lines, I am willing to fall in with your request, and name the following division, viz:

	Westbound	Eastbound
American, Southampton	2.96	6.77
Liverpool	3.72	1.99
Dominion	4-47	1.51
White Star (New York & Boston)	8.60 19.75	15.56 25.83

9842

In doing so, however, I reserve the right to alter these figures from time to time, as I may consider necessary and only consent to name an allotment to each Company in the desire to meet the views of the other Lines as far as possible.

Yours faithfully,

#### Petitioner's Exhibit 1777.

9343

(White Star Line.)

Passenger Department.

Liverpool, 15th February, 1908.

Per S. S. "Campania."

Passenger Department, White Star Line, 9 Broadway, New York.

Special.

Dear Sirs:

As conveyed to you by cable from Mr. Ismay on the 7th inst., arrangements were completed in London during last week for the pooling of Third Class business, details of which you will find in the enclosed provisional pool contract.

The percentages allotted to the various Lines have not as yet been finally agreed, but the figures will be circulated by the Conference Secretary for final approval very shortly, the basis of course being fixed.

You will observe from the Pool contract aforementioned that same is operative as from March 1st next. We will accordingly thank you to arrange when cabling the Eastbound numbers after the foregoing date, to exclude from same all rejected and deported passengers that may be on board, and as the Westbound pool will be based on the landing returns issued at the United States ports, we shall be glad if you will advise us regularly by mail as you ascertain these particulars. This latter requirement, we may say, refers to both Second and Third Class numbers.

In connection with Agreement "L," between the American, French and N. D. L. V. Lines, this is being continued as heretofore in order to act as a check on the Eastbound Oriental and Italian business of the French Line.

Yours faithfully, For ISMAY, IMRIE & CO. 9344

#### Petitioner's Exhibit 1778.

(White Star Line.)

Passenger Department.

Liverpool, 27th March, 1909.

Per S. S. "Lucania."

Passenger Department, White Star Line, New York.

Special.

Dear Sirs:

Enclosed please find typewritten copy of the provisional Minutes of the Paris meeting just concluded, which we send for your information and guidance.

Yours faithfully,

For ISMAY, IMRIE & CO.

Minutes of Meeting, held at Paris, 25th March, 09, Hotel Meurice.

- 1) The Lines Allan excepted, agree to revive Bylaw 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.
- 4) All Lines except as mentioned below agree to reduce the present Agreement first class rates of Mauretania and Lusitania, and the second-class rates of Caronia, Carmania, Oceanic, Adriatic by 10/— or its equivalent in each case, eastbound and westbound. In view of Allan Lines objection to both classes and the French Lines objection to the second class these proposed alterations to be referred to Mr. Wilding for arbitration.
  - 7) The proposition of the Dominion Line for charity children of Barnado being excluded from the Pool is deferred to next meeting.

- 8) It is confirmed that passengers by direct steamers to St. Pierre New Foundland do not come under the agreements Z and A. A.
- 9) The result of the pending arbitration between Allan Line and White Star Line to be awaited before taking action as regards the notice of withdrawal of the Allan Line from agreement A. A. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration, Mr. Ballin undertaking to prepare the case for the Conference Lines, other than Allan Line.

10) Agreed, except by Allan Line, that Min. 78 as far as it refers to prepaids of the Russian Volunteer Fleet forwarded by the Russian East Asiatic Steam Ship Co. shall apply also to those prepaids forwarded before the date of the respective arrangement viz:

9350

mitted, the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business because they had been unable to induce the Grand Trunk Railway to agree not to do so after they had found that the Intercolonial Grand Trunk Connection at Halifax were paying commission. Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian Railways (including Intercolonial Railway) to allow no commission to the North West Transport Line.

9351

12) The proposed general advance of westbound second class rates was not agreed to, but an alternative suggestion to form a pool for second class business was made. The matter to be brought up at the next meeting. In the meantime the Secretary to circulate statistics for consideration.

#### Petitioner's Exhibit 1779.

(White Star Line.)

Passenger Department.

Liverpool, 31st March, 1909.

Per S S "Oceanic."

Passenger Department, White Star Line, o Broadway. New York.

Dear Sirs:

9353

Paris Meeting March 25th, 1909.

Referring to our letter of 27th inst., we enclose herewith typewritten copy of the Minutes of the Paris meeting held on the 25th instant which please substitute for those sent you with our letter referred to. Yours faithfully,

For ISMAY, IMRIE & CO.

Minutes of Meeting held at Paris, March 25th, 1909, Hotel Meurice.

1) The Lines, Allans excepted, agree to revive By-9354 law 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

> 4) All Lines, except as mentioned below, agree to reduce the present agreement first class rates of Mauretania and Lusitania, and the second class rates of Caronia, Carmania, Oceanic, Adriatic, by 10/or its equivalent in each case, eastbound and westbound. In view of Allan Line's objection to both

classes, and Cie. Cle. Transatlantique to the second class the proposed alterations to be referred to Mr. Wilding for arbitration.

- 7) The proposition of the Dominion Line for charity children of Dr. Barnardo being excluded from the Pool is deferred to next meeting the Allan Line recording their objection to the proposal.
- 8) It is confirmed that passengers by direct steamers to St. Pierre Newfoundland do not come under the Agreements Z and A. A.

9356

- 9) The result of the pending Arbitration between Allan Line and White Star Line to be awaited before taking action as regards the notice of withdrawal of the Allan Line from Agreement A. A. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration. Mr. Ballin undertaking to prepare the case for the Conference Lines, other than the Allan Line.
- 10) Agreed, except by the Allan Line, that Minute 78 as far as it refers to prepaids of the Russian Volunteer Fleet forwarded by the Russian East Asiatic Steam Ship Co. shall apply to those prepaids forwarded before the date of the respective arrangement viz: October 22.

9357

the C. P. R. representative advised they only allowed commission to the North West Transport Line on inland business, because they had been unable to induce the Grand Trunk Railway to agree not to do so and after they had found that the Inter Colonial Grand Trunk connection at Halifax were paying commission. Mr. Sanderson was requested to approach the Grand

### Petitioner's Exhibit 1779

Trunk Railway with a view to facilitating an agreement between the two Canadian Railways (including Inter Colonial Railway) to allow no commission to the North West Transport Line.

12) The proposed general advance of westbound second class rates was not agreed to, but an alternative suggestion to form a Pool for second class business was made. The matter to be brought up at next meeting. In the meantime the Secretary to circulate statistics for consideration.

9359

- 14) It was agreed by all the Lines interested that the 1st class intermediate schedules as per Minute 96 are to be in the hands of the Agents not later than 3rd April next after being first circulated through the Conference Secretary.
- 15) The question of the Control Stations was mentioned & the German Lines promised to pursue the matter further with the view to according facilities to passengers for the British Lines passing through the Control Stations en route to Rotterdam and Antwerp.

- 16) Agreement BB with the Russian East Asiatic Co. was duly signed by all the A. C. Lines.
- 17) The N. D. L. V. Lines agreed to the British Lines taking up negotiations with the Scandinavian American Line with a view to bringing them into the General Pool, the Scandinavian American Line not having been able to carry out the agreement made in Paris in October last which required them to establish Norwegian, Swedish & Danish services with five ships. The N. D. L. V. Lines leave the British Lines full discretion with regard to percentages, sailings &c., but

do not agree to the Scandinavian American Line being permitted to carry Continental Passengers.

19) The British Lines agree to advance their second class rates off Continental Ports by 10/- provided the Continental Lines agree amongst themselves to make a similar advance. Allan Line's Havre service excepted, but subject to negotiation between the Allan Line and the Cie, Gle. Transatlantic.

9362

With the above exception all passengers paying less than Agreement 2nd cabin rate by the carrying steamer are to be pooled.

21) The C. P. R. and Allan Lines agree to exchange their prepaid statistics with other Lines.

#### Petitioner's Exhibit 1780.

April 27th, 1909.

Messrs. Ismay, Imrie & Co., Steamship Department, Liverpool.

Dear Sirs:

MINUTE \$1. The New York Conference Committee, under By-Law No. 22 has been watching the situation very carefully with a view of taking action if the competition of the Northwest Transportation Company should become serious; but as their last steamer from New York, the "Uranium" sailing April 24th had only 4 second class and 95 third class passengers, no opposition fighting steamer has as yet been named.

MINUTE \$4. We trust with you that the Second Class rate of the "Adriatic" and "Oceanic" will be reduced, as we consider the rate of these steamers as too high.

MINUTE \$6. We wrote your Passenger Department fully under date of March 23rd, outlining our reasons for not viewing with favor the suggestion to reduce first class commission in New York to 2%, which you have no doubt received ere this. However, if all lines were agreed on this matter we, of course, would interpose no objection.

MINUTE \$13. We regret to note that in view of the failure to obtain the consent from the Hungarian Government the scheme for pooling the westbound carryings of the Cunard Line has to be cancelled, as it would certainly be desirable if this branch of the Cunard Line traffic could be included in the pooling scheme.

9365

MINUTE #14. All intermediate first class eastbound schedules were issued promptly, and you no doubt received our advices as to this.

MINUTE \$17. We trust that the further negotiations with the Scandinavian American Line will result in a satisfactory settlement of the difficulty.

MEETING OF MARCH 26TH. We are glad to note that the Cunard Line provisionally agreed to join the Mediterranean Pool for their Italian Eastbound carryings, and trust that at the May Meeting they will determine definitely to become a party to the Pool.

Since your letter was written the \$3 advance in Eastbound Italian Third Class rates has been agreed to by all lines, and circulars issued.

We presume the White Star and American Line percentage Eastbound in the Italian Pool for their Southampton Services, which has been finally fixed at 4.70%, will not accrue to these lines in addition to their percentage under Agreement AA, but that these carryings will have to be included in the carryings of these lines under Agreement AA.

Yours very truly,
PASSENGER DEPARTMENT
Per

9369

#### Petitioner's Exhibit 1781.

(White Star Line)

Steamship Department Liverpool, 6th May, 1909.

Messrs. Lee & Franklin, White Star Line, New York.

Dear Sirs,

Paris Meeting March 25th and 26th.

We are in receipt of your favor of the 27th ulto., and note what you write regarding the North West Transport Line and the resuscitation of the New York Conference Committee to meet this competition, and we quite agree that so long as their Eastbound numbers keep as small as in the case of the "Uranium," it is unnecessary to oppose them with a fighting steamer.

MINUTE NO. 4. The Second class rate proposed for the "Adriatic" and "Oceanic" will be included in the case to the Arbitrator very shortly.

MINUTE NO. 6. We note you agree with us that if the other Lines assent there is no reason why the first class commission in New York should not be reduced to 2%.

MINUTE NO. 13. We have a meeting in London tomorrow, when we hope the situation with regard to the Cunard Line and the Hungarian Government will be cleared up, and the Cunard's westbound Fiume carryings be brought into the pool.

MINUTE NO. 17. We have a meeting with Director Gold next week when we hope some arrangement may be come to with the Scandinavian American Line.

# Petitioner's Exhibit 1781

9373

At the meeting tomorrow the question as to whether Cunard's will join the Eastbound Mediterranean Pool for Italian business will also be decided. The percentage eastbound of 4.70 allotted to the White Star and American Lines for Italians, Greeks and Orientals will, of course, have to be accounted for by us in the Atlantic Conference and are not additional to the allotment in that Conference.

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C.

9374

### Petitioner's Exhibit 1782.

December 13th, 1910.

Messrs. Ismay, Imrie & Co., Steamship Department, Liverpool.

Dear Sirs:

Your favor of the 3rd instant, with enclosures referred to therein, dealing with the Atlantic Conference Meeting in London last month, received and for which please accept our thanks.

9377

We have carefully noted the letter from Mr. Ismay to Mr. Franklin, together with the accompanying enclosure regarding the Conference Meeting, and regret very much the meeting broke up without anything being accomplished; but we feel that we should congratulate you at least upon the recognition accorded by the Continental Lines to the claim of the British Lines with respect to the inclusion of only a portion of the British and Scandinavian business in the Westbound Agreement.

We carefully note your remarks with reference to the items referred to in the memo., which Mr. Ismay brought back with him from New York, and while we recognized the difficulties, we were hopeful that some progress might be made in arriving at a solution of a number of these questions.

9378

We carefully note Minute No. 65 of the Mediterranean Conference Meeting, as to which we await your further advices.

Yours very truly,
For the PASSENGER DEPARTMENT.

# Petitioner's Exhibit 1783.

9379

9380

e. b.

FROM ISMAY, IMRIE & CO., LIVERPOOL.

Third Class Passenger 15th September. 9.

Per s. s. "Oceanic." Passenger Department. White Star Line. BOSTON.

Dear Sirs.

Atlantic Conference. Weekly statistics No. 33 for period ist-7th September, as well as those of the Russian Eastasiatic S. S. Co. are attached. The statistics for the Scandinavian American Line have in the meantime been discontinued. You will have noticed from copies of letters to New York office that the negotiations for fulfilment of the agreement have been suspended.

Statistics. We attach the following statements which you appear to be without:

form No. Period. 1-7 July A. C. & Russian E. Asiatic w. b. 33 25 34 25 39 I-7 June Scan, Amer, Line w.b. 39 8-15 9381 w.b. 40 Ī 1 - 7e.b. 40 8-15

With regard to your further request for the statements enumerated, we would point out that these forms have been dispensed with consequent upon the introduction by Secretary Peters of Mediterranean Conference weekly statistics which you receive direct from him, and which you will observe are compiled to embody Groups 1 and 2 and subsidiary agreements in connection with the Mediterranean pool.

Yours faithfully,

9882

#### Petitioner's Exhibit 1784.

Sept. 17, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sirs:

Atlantic Conference. We beg to acknowledge receipt of weekly statistics, west and eastbound, 24th to 31st of August, also the corresponding statistics for

the Russian East Asiatic S. S. Co.

9383

Yours faithfully, WHITE STAR LINE. Per.

## Petitioner's Exhibit 1785.

9385

(White Star Line.)

Passenger Department. Liverpool, 15th September, 1909.

Per s. s. "Oceanic."

Third Class.

Passenger Department, White Star Line, New York.

Dear Sirs:

Gothenburg Agency. We shall be interested to have Mr. Breck's views in due course.

Atlantic Conference. Weekly statistics No. 33 for period 1st-7th September, as well as those for Russian East Asiatic S. S. Co. for the corresponding period enclosed herewith.

However, we assume you will have provided him with the necessary forwarding, and we enclose herewith order to cover.

For Ismay, Imrie & Co.

9387

### Petitioner's Exhibit 1786.

Sept. 24, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sirs:

We have to acknowledge receipt of your favors of the 15th and 18th instants.

Atlantic Conference. Weekly statistics are at hand.

9389 Atlantic Conference. Scandinavian American Line statistics to hand and remarks noted.

Yours faithfully, WHITE STAR LINE.

### Petitioner's Exhibit 1787.

-9391

(White Star Line.)

Passenger Department. Liverpool, 18th September, 1909.

Per s. s. "Lusitania."

Passenger Department,
White Star Line,
New York,

Dear Sirs:

Atlantic Conference. We enclose Scandinavian American Line statistics for period 24th-31st August as compiled by Secretary Peters, which you will note are merely a record of their carryings east and west-bound compared with the Atlantic Conference.

Third Class Steamers' Capacities. Enclosed we hand you copies of 3rd class capacity statement for "Celtic" and 24 copies of that relating to "Oceanic."

Yours faithfully, For Ismay, Imrie & Co.

9393

9394

### Petitioner's Exhibit 1788.

From Ismay, Imrie & Co., Liverpool.

Third Class Passenger. 18th September,

9.

Per s. s. "Lusitania."

Passenger Department, White Star Line, Boston.

Dear Sirs:

9395

Atlantic Conference. We enclose Scandinavian American Line statistics for period 24th-31st August as compiled by Secy. Peters which you will note are merely a record of their carryings east and westbound compared with the Atlantic Conference.

Yours faithfully,

#### Petitioner's Exhibit 1789.

(White Star Line.)

Passenger Department. Liverpool, 22nd September, 1909.

9396 Per s. s. "Teutonic."

Third Class.

Passenger Department, White Star Line, New York

Dear Sirs:

Dear Sirs

Atlantic Conference. Enclosed please find weekly statistics No. 34 for period 8-15th September east and westbound.

Yours faithfully, For Ismay, Imrie & Co.

## Petitioner's Exhibit 1790.

9397

(White Star Line.)

Passenger Department. Liverpool, 24th September, 1909.

Per s. s. "Mauretania."

Third Class.

Passenger Department, White Star Line, New York

Dear Sirs:

Atlantic Conference. Weekly statistics No. 34, east and westbound, for period 8-15th September with Russian Eastasiatic S. S. Co. enclosed herewith.

Through rates from New York to Corunna. We have received a communication from Southampton office advising that the Royal Mail Steam Packet Company have discontinued calling in at Corunna, and in connection with this matter they write us as per copy of letter attached. In view thereof, unless passengers en route for Corunna specially desire to travel via Southampton, it would be as well to confine their forwarding by our Liverpool service, and we will leave you to make arrangements accordingly.

We are in receipt of your favour of the 21st instant, and note your remarks in connection with the above.

It certainly does not leave very much margin if out of the through rate of \$36.50 we have to pay forwarding of about \$19.50, and we propose to write to New York to arrange to forward passengers who are booking through to Corunna, by our Liverpool steam-

9398

9400

ers, but of course if passengers specially desire to travel by the Southampton service, thence by the overland route, then they may do so by paying in addition to the present ocean fares the actual cost of transportation.

The Cunard Line still advertises a \$36.50 rate to Corunna, we presume because they can forward their passengers direct from Liverpool by the Pacific Steam Navigation Co.'s steamers, which we understand still call at Corunna.

We can hardly offer to book passengers through at the same rate as Cunard's and therefore suggest writing New York advising them to book all passengers offering for Corunna by the White Star Line to Liverpool, booking such as specially wish to travel via Southampton at a rate of \$52.50.

# Petitioner's Exhibit 1791.

9403

From Ismay, Imrie & Co., Liverpool.

For New York Office. For Ismay, Imrie & Co.

> Third Class Passenger 29th September, 9

Per s. s. "Adriatic."

Passenger Department, White Star Line, Boston.

Dear Sirs:

9404

Atlantic Conference. Weekly statistics No. 35 for period 16th-23rd September, east and west, enclosed herewith.

Yours faithfully,

#### Petitioner's Exhibit 1792.

Oct. 5, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sirs:

Your favors of the 24th and 25th of Sept. to hand and contents noted.

Atlantic Conference. Weekly statistics No. 34 duly received.

9407

Through rates to Corunna. We note your remarks on this matter and have perused copies of letters received by you from Southampton office and we have also received direct communication on this subject. In reply would say that we have already taken out the Corunna and Oporto rates from our third class rate sheet on the Southampton service, which we enclose herewith.

Yours faithfully, WHITE STAR LINE. Per.

### Petitioner's Exhibit 1793.

9409

9410

(White Star Line.)

Passenger Department. Liverpool, 1st September, 1909.

Per s. s. "Adriatic."

Third Class

Passenger Department,

White Star Line,

New York

Dear Sirs:

New Immigrant Tariff. Will you please advise us what the position is in regard to this tariff, which we understand is being compiled, and whether there is any prospect of it being delivered to the Lines at an early date. You will remember that it was anticipated that delivery would be effected early this year.

For Ismay, Imrie & Co.

P. S. Atlantic Conference. Enclosed please find weekly statistics east and westbound for period 16th-23d August, also the corresponding statistics for Russian Eastasiatic and Scandinavian Lines.

For Ismay, Imrie & Co.

#### Petitioner's Exhibit 1794.

Sept. 10,

0

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sirs:

New Immigrant Tariff, will not be ready for some time, and would say that there is little prospects of their being delivered to the lines at an early date.

Atlantic Conference. We beg to acknowledge receipt of weekly statistics, east and westbound No. 31 for 16th to 23rd of August, etc.

9413

Yours faithfully, WHITE STAR LINE. Per.

### Petitioner's Exhibit 1795.

From Ismay, Imrie & Co., Liverpool.

For New York office. For Ismay, Imrie & Co.

> Third Class Passenger. 8th September, 9.

9414 Per s. s. "Majestic."

Passenger Department, White Star Line, Boston.

Dear Sirs:

Atlantic Conference. Weekly statistics No. 32 for period 24th-31st August, as well as those for the Russian Eastasiatic S S. Co. for the corresponding period are attached.

Yours faithfully,

### Petitioner's Exhibit 1796.

9415

(White Star Line.)

Passenger Department. Liverpool, 8th September, 1909.

Per s. s. "Majestic."

Third Class

Passenger Department, White Star Line, New York

Dear sirs:

9416

Eastbound Rail Bookings. We note your remarks, and the territory from which commission can be allowed in the meantime, but that it is anticipated a further extension will be made if the negotiations with the Western Passenger Association for the fulfilment of an agreement eventually ensue. The Chicago rate sheet referred to has been duly received, for which we are obliged. Will you please arrange to let us have a copy of future issues as well as any supplements that may from time to time be published.

Atlantic Conference. Enclosed please find weekly statistics No. 32 west and eastbound for the period 24th-31st August, also the corresponding statistics for the Russian Eastasiatic S. S. Co.

9417

Yours faithfully,

For Ismay, Imrie & Co.

# Petitioner's Exhibit 1797.

(White Star Line.)

Passenger Department. Liverpool, 11th September, 1909.

Per s. s. "Campania."

Third Class.

Passenger Department, White Star Line, New York.

Dear Sirs:

9419

9418

Agreement C. C. Scandinavian American Line.

Nothing further has transpired regarding this agreement, negotiations for its fulfilment having in the meantime been suspended. We will keep you advised of any developments.

#### Petitioner's Exhibit 1798.

9421

(White Star Line.)

Passenger Department. Liverpool, 29th September, 1909.

Per s. s. "Adriatic."

Third Class.

Passenger Department, White Star Line, New York.

Dear sirs:

Your two letters of the 17th inst., to hand, contents noted.

9422

North West Transport Line. We thank you for the information given with regard to the extra commission allowed by authority of the small committee in connection with the competition against the "Russia" June 5th and "Lithuania" June 23rd, which we note was less than \$100 for each steamer as advised you by Messrs. A. E. Johnson & Co. We have not yet been asked to contribute our proportion of any items, other than the difference in rate, to the Russian American Line.

Atlantic Conference. Weekly statistics No. 35, east and west, for period 16th-23rd September, enclosed herewith.

9423

Yours faithfully,

For Ismay, Imrie & Co.

### Petitioner's Exhibit 1799.

(White Star Line.)

Passenger Department. Liverpool, 6th October, 1909.

Per s. s. "Majestic."

Third Class.

Passenger Department, White Star Line, New York.

Dear sirs:

9425 P. S. Atlantic Conference. Enclosed please find weekly statistics No. 36, west and eastbound, for period 24th-30th September.

#### Petitioner's Exhibit 1800.

(White Star Line.)

Passenger Department. Liverpool, 8th October, 1909.

Per s. s. "Caronia."

Third Class.

Passenger Department,
White Star Line,
New York,

Dear sirs:

Atlantic Conference. Enclosed please find weekly statistics No. 36, East and Westbound for the period 24th-30th September for the Russian Eastasiatic S. S. Co.

Yours faithfully, For Ismay, Imrie & Co.

### Petitioner's Exhibit 1801.

9427

October 19, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sirs:

Atlantic Conference. Weekly statistics East and Westbound for period 24th-30th Sept. No. 36 for the Russian Eastasiatic S. S. Co. duly received.

9428

Third Class Eastbound Passengers. We beg to submit the following estimates for our sailings during November.

> Teutonic, Nov. 3rd, 275 Baltic. 6th, 300 10th, 350 Adriatic. Arabic. 13th, 250 Majestic. 17th, 300 44 Celtic. 20th, 350 Oceanic. 24th, 400.

S. S. "Arabic" sailed from here on the 16th inst. with 65 first 92 second and 204 third class passengers 9429 including 8 deported. The third class were made up as follows:

English	62
Irish	69
Scandinavians	36
Finnish	7
Continentals	30.
	30.

204.

#### Petitioner's Exhibit 1802

Amongst the deported passengers was William Hayes, insane passenger from the "Adriatic" and as he was very violent at time of his deportation the doctor of the "Arabic" requested additional stewards. This, we could not furnish owing to the short notice, and we instructed the doctor to draw on the extra stewards for additional help as required and we trust that he reached Queenstown safely without serious trouble

Yours faithfully, WHITE STAR LINE.

9431

#### Petitioner's Exhibit 1802.

Passenger Department. Liverpool, 15th October, 1909.

Per s. s. "Lusitania."

Third Class.

Passenger Department,
White Star Line,
New York.

9432 Dear sirs:

Atlantic Conference. Enclosed please find weekly statistics No. 37, east and westbound, for period 1st-7th October, including corresponding statistics for the Russian East Asiatic S. S. Co. and those with the Scandinavian American Line for 1st-7th September and 8-15th September respectively.

Yours faithfully, For Ismay, Imrie & Co.

#### Petitioner's Exhibit 1803.

9433

Oct. 26, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

#### Dear Sirs:

Your favor of the 15th inst. to hand and contents noted.

Atlantic Conference. Weekly statistics No. 37, east and westbound, for period 1st-7th October and statistics for the Russian Eastasiatic S. S. Co. and Scandinavian American Line 1st-7th Sept. and 8th-15th Sept. duly to hand.

9434

S. S. "Celtic" sailed from here Saturday, 23rd inst., with 87 first, 79 second and 273 third-class passengers including 4 deported. The third-class were made up as follows:

English	68
Irish	85
Scandinavian	60
Finnish	24
Continentals	36
	273

9435

Yours faithfully, WHITE STAR LINE. Per.

### Petitioner's Exhibit 1804.

(White Star Line)

Passenger Department, Liverpool, 22nd October, 1909.

Per. S. S. "Mauretania."

Third Class.

Passenger Department, White Star Line, New York.

Dear Sirs:

9437

Atlantic Conference. Enclosed please find weekly statistics No. 38, east and westbound for the period 8-15th October, including the Russian Eastasiatic S. S. Co. also form 43, 16th-23rd Septr. east and westbound statistics for Scandinavian American Line.

Yours faithfully, For ISMAY, IMRIE & CO.

## Petitioner's Exhibit 1805.

9439

9440

Nov. 2, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sir:

Atlantic Conference. Weekly statistics No. 38, east and westbound for period 8-15th Oct. and Russian Eastasiatic S. S. Co., form 43, 16-23rd Sept. duly to hand.

S. S. "Cedric" sailed from here Saturday Oct. 30th with 86 first, 95 second and 267 third class passengers including 5 deported. The latter were made up as follows:

English	66
Irish	69
Scandinavian	29
Finland	12
Continentals	91
	267

Yours faithfully,

WHITE STAR LINE,

Per

#### Petitioner's Exhibit 1806.

(White Star Line)

Passenger Department, Liverpool, 3rd November, 1909.

Per S. S. "Majestic."

Third Class

Passenger Department, White Star Line, New York.

Dear Sirs:

9443 Your favors of the 22nd and 26th ulto., to hand, contents noted.

Atlantic Conference. We attach weekly statistics No. 39 for period 16th-23rd October as well as those for Russian Eastasiatic S. S. Co. and statistics of Scandinavian American Line.

Printed matter for Secy: Peters, Jena. We observe your rubber stamp giving the address of Secy. Peters reads "Norddeutscher &c." This should read "Nordatlanticischer &c." Unless there is any special reason for arranging otherwise, perhaps it would be well to send all printed matter direct to him in future.

Atlantic Conference. Referring to previous paragraph, we also enclose herewith Russian Eastasiatic statistics No. 35 and Scandinavian American Line statistics for 24th-30th Septr., 1st-7th and 8-15th October.

Yours faithfully, For Ismay, Imrie & Co.

# Petitioner's Exhibit 1807.

9446

Nov. 12, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Department, Liverpool, Eng.

Dear Sirs:

Your favors of the 29th ulto. and 2nd inst. to hand, noted.

Atlantic Conference: Weekly statistics No. 39 for period 16-23 Oct. and for Russian Eastasiatic S. S. Co. and statistics of Scandinavian American Line, 24 9446 Sept. up to 23 Oct. duly received. Russian Eastasiatic statistics No. 35 were not enclosed.

Yours faithfully, WHITE STAR LINE Per

#### Petitioner's Exhibit 1808.

(White Star Line)

Passenger Department, Liverpool, 10th November, 1909.

Per S. S. "Oceanic."

Third Class

Passenger Department, White Star Line, New York.

Dear Sirs:

9449

9450

Your favors of the 29th ulto. and 2nd inst. to hand, contents noted:

Atlantic Conference. We attach herewith weekly statistics No. 40 for period 24th-31st October as well as those for the Russian Eastasiatic S. S. Co., and those for the Scandinavian American Line.

London Office. Referring to your letter of October 13th addressed to the London office enquiring whether trace could be made of a passenger through booked to Cleveland, Ohio, during April, 1903, we have received a communication from the West end office which we attach for your perusal.

Yours faithfully, For Ismay, Imrie & Co.

# Petitioner's Exhibit 1810.

9451

(White Star Line)

Passenger Department, Liverpool, 17th November, 1909.

Per S. S. "Teutonic"

Third Class.

Passenger Department, White Star Line, New York

Dear Sirs:

Your two favors of the 5th instant to hand, contents noted. 9452

Prepaid Rates. Our action in advancing prepaid rates was with the object of reducing our increasing westbound plus under Agreement AA, as you surmised.

N. W. T. Line Competition. We quite approve of your recommending the "St. Paul" as fighting steamer against the "Napolitan Prince" instead of the "Baltic," particularly as the forward open accommodation was not available, and it certainly is most undesirable to berth the class of passengers attracted by the low Continental rate in enclosed rooms.

Atlantic Conference. Attached are weekly statistics for period 1st-7th November, also those for the Russian Eastasiatic S. S. Co. and the Scandinavian American Line.

Yours faithfully, For Ismay, Imrie & Co.

Nov. 26-09.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Third Class.

Dear Sirs:

Atlantic Conference. We are obliged for weekly statistic for the period first to seventh of November.

9455

Yours faithfully, WHITE STAR LINE, Per

## Petitioner's Exhibit 1812.

Nov. 30, 1909.

Messrs. Ismay, Imrie & Co., Third Class Passenger Dept., Liverpool, Eng.

Dear Sirs: 9456

> Your favors of the 19th & 20th insts. to hand and contents noted.

> Atlantic Conference. Copy of minutes No. 395 for meeting held Oct. 11, 1909, duly received.

> > Yours faithfully, WHITE STAR LINE, Per

# Petitioner's Exhibit 1813.

9457

(White Star Line)

Passenger Department, Liverpool, 24th November, 1909.

Per S. S. "Adriatic".

Third Class.

Passenger Department, White Star Line, New York.

Dear Sirs

Your favor of the 12th and two letters of the 16th instant to hand, contents noted.

9458

Atlantic Conference. Weekly statistics No. 42, those for Russian Eastasiatic S. S. Co. and statistics of Scandinavian American Line attached. We also enclose Russian Eastasiatic statistics No. 35.

\* \* \* \*

Christmas Sailings. We appreciate the efforts that are being made to secure a good proportion of the traffic which usually moves at this time of the year, and in order to give the passengers a good impression we are arranging to supplement the bill of fare on the following steamers: "Baltic," Dec. 4th, "Adriatic," Dec. 8th, "Arabic," Dec. 11th, and "Majestic," Dec. 15th, as has been our practice in previous years. We hope that it will result in stimulating the early spring traffic. We quite approve of your using the interchangeable sections if it is found necessary to do so.

Immigration Commission. Report of the Ellis committee dealing with the request received by Conference from Mr. Husband, Secy. of the U. S. Immigration Commission at Washington, duly received, and from which we note that the Lines have decided to provide the information sought with regard to the fares in

9460

## Petitioner's Exhibit 1813

operation from eastbound ports of departure to countries other than United States and Canada. We shall obtain from the Pacific Steam Navigation Co. particulars of their fares as well as the rates in operation to British India and those of the Bibby Line and hope to send these forward by the "Arabic" on Saturday next.

9461

Printed matter for Conference Secretary. We attach herewith copy of letter dated 18th inst., from Secretary Peters, which explains itself, and we will leave you to arrange to furnish him direct with 8 extra copies of printed matter referring to Italian, Greek and Oriental business via Channel ports.

Yours faithfully, For Ismay, Imrie & Co.

(White Star Line)

Passenger Department, Liverpool, 22nd February, 1908.

Per S. S. "Mauretania."

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

Rate sheets. The several copies of rate sheets of the various Lines duly received, for which we are obliged, and we hope that the Continental Lines will advance their rates, as, if they continue to maintain \$28 rate to Continental ports against our higher rate to Liverpool or Southampton it will undoubtedly lead to passengers taking tickets to the Continent although their destination may be within the British Isles.

Inland bookings. We have received a communication from our agent, Mr. B. Mulligan of Aughacliffe, pointing out that Heppner, Marrow County, Oregon is not included in the special reduced emigrant rates, although they apply to Pendleton, Oregon. He desires us to ascertain the rate to Condon city. As all these points are within the zone to which the reduced rates apply, and as he claims that in consequence of being unable to quote reduced rates to Heppner, & Condon City, he is losing bookings, we shall be interested to learn whether we can quote the £11.0.10 rate which applies to Pendleton.

Eastbound Continental Rate. Your cable of the 20th instant to hand, reading:

"Hamburg (American) Line announces Eastbound rate Deutschland \$36 other steamers \$30 first sailing

9464

Deutschland April 30th cable instructions," and beg to confirm our reply of yesterday's date as follows:

"Referring to your telegram of the 20th Continental Eastbound business quote \$30 pro tem," from which you will observe that we consider you should adhere for the time being to our contention that the "Deutschland's" rate should not be taken as a basis unless this steamer is actually in commission, adopting instead the rate quoted for Hapag's 'Amerika' and 'Kaiserin Auguste Victoria' class. With the commencement of the general pool on March 1st next, it will, of course, be necessary to adjust our rates according to our position under the pool statements. This cancels our remarks in the second paragraph of this letter written prior to the receipt of your message.

Prepaid Steerage figures. From your cable of the 15th inst., we note the figures for the past week were 184 British, 28 Italians, 45 Scandinavians and 23 Continentals as against 64 British, 338 Italians, 68 Scandinavians and 86 Continentals for the corresponding period last year.

Scandinarian and Finnish Return 1907. Attached you will find return showing the Westbound Cash and Prepaid traffic carried by all Lines during the past year as compared with the traffic for 1905-6 inclusive, and from which you will observe the marked decrease in our prepaid sales as commented upon by Mr. Swain at the recent Passenger Managers' meeting held in New York.

Yours faithfully, For Ismay, Imrie & Co., "A. B. C."

9467

(White Star Line)

Passenger Department, Liverpool, 7th March, 1908.

Per S. S. "Lusitania."

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

S. H. O-3-1176, issued in favor of William J. Williams, c/o Morris Williams, 123 Flowers Avenue, Hazelwood, Pittsburg, Pa., enclosed herewith. Please communicate with the passenger at this address and arrange homeward passage as soon as possible. Please also hand him the equivalent of 17/9d in cash on our account which represents the difference between the total cost of the order—£9.2.3—and £10 remitted us by the agent.

U. S. Immigration Laws. The Conference Secretary here has this day handed us a copy of calendar No. 270, report No. 245, as issued by 60th Congress, First Session, in reference to Section 42 of the Immigration Act of 1906, together with copy of the Bill introduced by Senator Lodge for amending these regulations. Kindly let us have several copies of these documents in due course, and oblige,

Yours faithfully,

For Ismay, Imrie & Co., "A. B. C."

9470

### 9472 Petitioner's Exhibit 1816.

Special Pooling of Third Class Business.

February, 25 8.

Per S.S. "Adriatic."

Messrs. Ismay, Imrie & Co., Liverpool.

#### Gentlemen:

We have to acknowledge receipt of your favor of 15th inst., and note that arrangements are now completed for the pooling of Third Class business. We beg to thank you for the copy of contract entered into between the Lines which we notice becomes operative after March 1st.

We note your instructions when cabling you the E. B. numbers, that the deported passengers are not to be included, and we presume the same applies to the charity rate tickets as well.

For the Channel Service, we understand we are to be governed by the agreement existing between the American, French and N. D. L. V. Lines.

> Yours faithfully, WHITE STAR LINE, Per

9474

### Petitioner's Exhibit 1817.

9475

. III Class Passenger Department.

May 21, 8.

Per SS. "Etruria."

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

Hamburg Line. Yesterday afternoon we were advised by circular that the Hamburg Line had advanced its E. B. rate to \$36 on the "Deutschland" and \$30 on the other steamers. Copy of their circular attached, also copy of notice from the Secretary of the Conference. As the SS. "Deutschland" does not sail from here until April 30th, we cabled you for instructions as follows:

9476

"Hamburg American Packet Co. announces Eastbound rates Deutschland \$36, other steamers \$30. First sailing Deutschland April 30th. Cable us instructions," to which we have your reply reading:

"Referring to your telegram of the 20th, Continental Eastbound business, quote \$30 pro tem."

We shall accordingly send out circulars on Monday advancing the Continental E. B. rates on the basis of \$30 to the Continental ports including Cherbourg.

Yours faithfully.

9477

WHITE STAR LINE,

Per

Enc.

9478 Petitioner's Exhibit 1818.

(White Star Line.)

Passenger Department, Liverpool, 12th February, 1908.

Per S. S. "Adriatic."

Passenger Department, White Star Line, 9 Broadway, New York,

Dear Sirs:

9479

Special:

Zotti.

We are in receipt of your cable of the 1st instant, addressed to Mr. Ismay, reading as follows:

"Cunard Line continuing tickets with Zotti, claiming we placed tickets Zotti. We denied, demanded proof. Cunard Line refused, furnish or attend meeting discuss whole agency matter. We have notified Conference must give Zotti tickets, and have joined other Lines giving notice withdrawal all regulations regarding agents. Will not act until decided impossible persuade Cunard Line adhere regulations."

9480

It is regrettable to observe the standpoint which the Cunard Line have taken in connection with Zotti's agency, and in consequence of which we note that the other Lines and yourselves have notified Conference of the withdrawal of all obligations to observe regulations regarding agents. In view, however, of the recent meeting in London when it was arranged amongst the Lines (including Cunards) for the pooling of all Eastbound British, Scandinavian and Continental traffic, we take it that Cunards will have by now seen their way to adhere to the regulations of Conference and

remove their ticket books from Zotti in accordance with the other Lines' wishes.

We note from your correspondence in the last few months with the Southampton office that you have been securing a fair amount of business destined for Basle from Zotti's agency, and assume that the passengers were booked on your own office tickets.

Yours faithfully, For Ismay, Imrie & Co., "A. B. C."

9482

## Petitioner's Exhibit 1819.

February 21, 8.

Per SS. "Etruria."

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

In reply to your inquiry as to whether the passengers booked by Zotti prior to his reinstatement by the Conference were on the tickets of this office, we desire to 9483 say that they were all issued over our counter and on our blanks

Yours faithfully, WHITE STAR LINE. Per

9484

### Petitioner's Exhibit 1820.

Special Frank Zotti & Co.

Feb. 17, 8.

Messrs. Ismay, Imrie & Co., Liverpool.

#### Gentlemen:

Referring to our letter of the 5th inst., to the South-ampton Office, copy of which was sent you at the time, we have now to advise you that Mr. Zotti having complied with the demands of the Continental, Mediterranean and North Atlantic Passenger Conferences, as a preliminary step to his reinstatement as an agent of the Conference Lines, his firm has been declared eligible for employment. Please see attached copy of notice from the Secretary of Conference. We have placed an outfit of tickets in Zotti & Co.'s New York Office as well as their Chicago Office. The latter will, of course report to Mr. E. C. Brown.

Yours faithfully, WHITE STAR LINE, Per

9486

### Petitioner's Exhibit 1823.

9487

31 James St., Liverpool, Dec. 31st, '07.

North Atlantic Passenger Conference, Secretary's Office.

Return of British, Scandinavian and Continental Third Class Passengers carried Eastbound by British Lines in the period January 1st to October 31st, 1907.

Lines	British	Scand'n & Finn.		Cont'al		Gross Total
	uls % of total	Souls	% of total	Souls	% of total	Souls
Allan L'pool 40		1358	6.80	1759	7.87	7212
Allan G'gow 12		2	.01	3	.OI	1291
American L'pool 16		112	. 56	1533	6.86	3320
American Shptn 13		946	4.75	7725	34.58	10058
Anchor 40		329	1.65	2722	12.19	7108
Canpac 39		1479	7.42	3107	13.91	8580
Cunard156	54 33.64	8450	42.37	2926	13.10	27030
	24 1.78	726	3.64	714	3.20	2264
	16 .25					116
White Star134	34 28.87	6542	32.80	1850	8.28	21826
Totals465	32 100.	19944	foo.	22339	100.	88815

### Petitioner's Exhibit 1824.

(White Star Line.)

Passenger Department.

Liverpool, 14th March, 1908.

Per S.S. "Etruria."

Special.

Passenger Department, White Star Line, 9 Broadway, New York.

9491 Dear Sirs:

Free Charity Tickets.

You will find your question under this heading fully answered in our letter of the 7th instant.

We may say that whilst assisted and deported passengers are not being accounted for to the pool, we are nevertheless embodying same under a special heading in our pooling returns in order that the Conference Secretary may be in a position to compare our figures at the end of the year with those issued by Mr. Lawson Sandford in his return of the "Trans-Atlantic Passenger Movement."

9492

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C. (White Star Line.)

Passenger Department.

Liverpool, 25th March, 1908.

Per S.S. "Oceanic."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York

Dear Sirs:

Your favor of the 13th instant to hand, contents 9494 noted.

Continental Westbound Prepaid Business. We note your remarks, and will obtain the required information as to the full address of the Northern S.S. Co. Riga and whether they are in a position to arrange for passports in a similar manner as Messrs. Karlsberg, Spire & Co., Libau, when we will again write you.

Trans-Atlantic Movement. We shall be glad to receive copies of the Trans-Atlantic movement for 1907 when revised, and thank you for the copy you have sent us in the meanwhile.

"Oceanic." Thanks for particulars of the numbers of passengers sailed by this steamer, and in connection with your remarks as to the inclusion of deported, charity and free passages in your numbers, we would refer you to our letter of 7th instant in which we advised that under the General Pool, it is not necessary to account for these in the pool returns. Notwithstanding this, however, we will thank you to advise us of any such passengers as it is necessary for them to be recorded.

Hamburg American Line. In connection with alterations in Third Class rates, seeing that we are now advised by Secretary Peters of Jena of all changes in the Third Class rates by the Continental Lines it will

be necessary for you in future to cable us any alteration that may be made, unless, however, you feel you are considerably exceeding or below your carryings under our percentage of the pool allotment when we will thank you to cable us any recommendation you may have to make in order that we may consider same as previously advised with the object of adjusting our carryings. You will observe from Article 12 of agreement AA that we cannot make any alteration in our Second cabin and steerage rates without previously informing the Conference Secretary.

9497

New Hamburg Line. Thanks for your remarks, and we shall be glad if you will keep us posted hereon.

Quarterly Statistics. Please refer to our letter of 18th January last and your reply of 28th January. Whilst we can understand the discontinuance of the Continental East and West quarterly statistics in view of the particulars furnished by Secretary Peters, we would point out that we do not appear to have received the Mediterranean East and Westbound statistics for some considerable time; hence our writing you on the matter. As we should like these statistics for the last quarter of 1907, we will leave you to forward same to us as soon as prepared, as you stated in your letter of 28th January that they would be distributed within a week or so.

9498

Eastbound Scandinavian Passengers. As the Minneapolis office raised the question whether we were obtaining the addresses of E. B. Scandinavian passengers, we enclose herewith letters received from Christiania and Drontheim agents, together with a copy of Mr. Swain's memo to Mr. Ismay on the subject, which explain themselves and we will leave you to pass same on to the office named.

New York Office.

Extract from Mr. T. C. Swain's memo to Mr. Ismay.

This was mentioned at the New York meeting, and I was able to explain that Cunards had for a long time taken addresses of their own and other Lines' passengers, and that we were doing the same. We had in fact gone one better by employing a traveller at Copenhagen to accompany I. M. M. Co.'s Lines passengers thence to Zsbjerg and vice versa. His duty being to arrange for the comfort of passengers en route and answer enquiries, etc. This I may say was remarked upon by Cunard's representative at last Conference meeting in Liverpool.

9500

## HVIDE STJERNE LINIEN.

New York og Boston Rute.

Christiania, March 16, 1908.

Ferd J. Elster. Mr. Ths. C. Swain, Liverpool.

9501

Dear Mr. Swain:

I have your favor of 12th inst.

The importance of having the eastbound passengers met on their arrival here is strictly adherred to.

At stations we have 2 and 3 at work and we succeed in getting them in, in order to talk business.

Sometimes it is quite pleasant to be near them, it is also very unpleasant especially when they are not satisfied, which I regret to say happen too often.

You can rest perfectly satisfied Mr. Swain, it is not anything in the business that I don't know.

9502

## Petitioner's Exhibit 1825

The stupid Conference rules, I don't like. I don't want to come in contact with them, for your sake. Other agents are not so careful but if caught in the act, they feel sorry for it, no thanks then far from it. Read my private letter of 11th carefully, now you see what the Cunards stoop to do. I now believe all that I have heard both from Norway and Sweden about crooked work. We have conference.

Yours faithfully, FERD. J. ELSTER.

9503

# HVIDE ST. JERNE LINIEN.

(White Star Line.)

Trendhjem, March 16th, 1908.

Mr. T. C. Swain, Liverpool.

Dear Sir:

I am duly in receipt of your favor of the 12th instant, to which I beg to reply, that all incoming steamers and trains by which eastbound passengers are expected to arrive, are constantly met by one of my men. And I have the pleasure to enclose herewith a statistic showing the number of passengers arrived from America on the different lines during the last quarter of the years 1905, 6 and 7, and up to date this year. On all these I have names and full address.

In connection herewith, I beg to observe, that there is at present very small prospects for any emigration from here this year, on account of the bad times over in America.

With kind regards, I am

Yours faithfully,

GERH. DAHL.

### Petitioner's Exhibit 1826.

9505

(White Star Line.)

Passenger Department.

Liverpool, 1st April, 1908.

Per S.S. "Teutonic."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

Continental Third Class Rates. You will have received Mr. Ismay's cable of the 30th ulto. to Messrs. Lee & Franklin instructing an advance in the Eastbound and Prepaid Continental Third class rates by \$4 and \$2.50 respectively for the I. M. M. Co.'s Lines in consequence of all Lines having agreed to the rates being increased Eastbound \$4 and Westbound \$2.50. No doubt you have posted Boston as usual.

Prepaid Steerage figures. From your cable of the 28th ulto. we note the figures for the past week were 107 British, 28 Italians, 37 Scandinavians and 30 Continentals as against 226 British, 730 Italians, 129 Scandinavians and 56 Continentals for the corresponding period last year. On referring to the Return furnished by the Conference Secretary here, we observe that the Cunard Line's prepaids for both Services, from March 1st to March 23d inclusive, total 1121 against our 752, from which it would appear that they have the advantage. Under the Pool Contract all Lines now furnish particulars of their prepaid sales to the Conference Secretary.

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C. 9506

### Petitioner's Exhibit 1827.

Third.

April 7, 1908.

Messrs. Ismay, Imrie & Co., Liverpool, Per S.S. "Oceanic."

Russian-East Asiatic Co. The Continental Lines have, we understand, canceled their agencies with the firm of A. E. Johnson & Co. but as the Cunard Line declined to do so, the British Lines have not taken any action in the matter.

9509

Cable. We have received your cable of 7th inst. reading as follows:

"Please refer to our cable of March 30th, Continental steerage passenger rates advanced Marks 10 W. B. quote prepaid rates according Article 15 Pooling Agreement,"

### Petitioner's Exhibit 1828.

9511

(White Star Line.)

Passenger Department.

Liverpool, 11th April, 1908.

Per S.S. "Mauretania."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

9512

Cable-Continental Rates. In reference to this matter you will remember that clause 8 of the old Continental agreement provided for differentials in connection with Continental Eastbound business, which of course, with the advent of the General Pool Contract, is now obsolete. Notwithstanding this, however, we are of the opinion that possibly it may be judicious to maintain differentials for steamers of the "Adriatic" and "Arabic" type, but, of course, we will be guided by circumstances in connection therewith. To adjust our position in the pool, we can adopt any rates that may be justified by the situation.

9513

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C.

(White Star Line.)

Passenger Department.

Liverpool, 24th April, 1008.

Per S.S. "Lusitania"

Third Class

Passenger Department. White Star Line. o Broadway. New York

Dear Sirs

9515

Third Class Circulars. Referring to your letter of the 7th instant and your remark that it will duplicate the work to supply Secretary Peters with circulars and rate sheets seeing that you already furnish the Secretary of the New York Conference with such for distribution amongst the Lines to send to their home offices. In view, however, of Article 16 of the Contract Agreement AA, it is necessary for us to supply Secretary Peters in addition, and he has stipulated that he will require 30 copies, which number we note you have already commenced despatching to us.

Inland Fares. We have received recently several enquiries for rates to points in Montana, particularly 9516 those on the Great Northern Railway in Montana. say between Glasgow and North Pacific Junction and west thereof. Whilst we can quote to Glasgow and Assinobia which is south of the Pacific junction we have no rates for any of the intermediate stations nor as far west as Chester. Will you kindly ascertain whether any rates are quoted, and advise us, as some of our Scotch agents have recently been enquiring for through rates.

S.S. "Seydlitz." We note that the N. G. L. are advertising a rate of \$23 for this steamer April 23rd in opposition to the "Avoca" of the Russian Volunteer Fleet sailing the same day, and in view thereof, it has been decided by the Atlantic Conference to compensate the N. G. L. to the extent of \$5 per adult as was arranged in the case of the Hamburg American Line steamer "Pretoria" which was compensated to the extent of \$7 in connection with the new Hamburg Line steamer "Volturno."

Tabling List of General Agents. If you will refer to the commentary to article 15 of the General Pool Contract, you will observe that it is required that the names of general agents in America receiving a commission of \$3 per adult shall be scheduled to the Secretary of the New York Conference and the Secretary of the General Pool. We shall be pleased to have at your convenience a list of such agents in order that we may tabulate same with Secretary Peters.

A. E. Johnson & Co. Referring to our letter of the 8th instant, the question of these people acting for the East Asiatic and Lloyd Sabaudo Lines was taken up at Conference meeting on 22nd inst. and surprise was expressed by the members as to Cunard's refraining from joining other Lines in the proposed disqualification. The Cunard representative intimated that they were solely guided by the recommendations of their New York office in the matter, and that otherwise they were quite in accord with the general view, and would write their New York office on the subject. Meanwhile, the Conference Secretary was requested to find out from Secretary Peters as to the position and to ascertain what, if any, developments had taken place since Secretary Peters last wired.

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C. 9518

### Petitioner's Exhibit 1830.

(White Star Line.)

Liverpool, 25th April, 1908.

Per S.S. "Lusitania."

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

Prepaid Sales. In connection with the cabling of these numbers we attach herewith copy of letter we have this day sent to the Boston office, and if there is any suggestion you would like to offer in connection therewith, we shall be pleased to receive same. In the meantime we would point out that it is important the cable reaches us at the earliest possible moment after the sales for the periods mentioned under the pool contract.

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C.

# Petitioner's Exhibit 1831.

9523

(White Star Line.)

Passenger Department.

Liverpool, 25th April, 1908.

Per S.S. "Lusitania."

Special.

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

Head Tax.

9524

Referring to our general Third Class letter of the 16th instant, we attach herewith a memo of the proceedings at Conference on the 22nd inst., relative to this matter, also a copy of the circular drawn up in accordance with the proposal put forward. We hope that matters will be arranged so that during the next week we will be in a position to issue the circular in conjunction with the other Lines.

Yours faithfully, For ISMAY, IMRIE & CO., A. B. C.

9526

9527

### Petitioner's Exhibit 1831

Paper attached to foregoing letter headed, "Conference Meeting 22nd, April, 1908."

#### ADVERTISING.

The question of advertising was also taken up at Conference yesterday, but no progress was made in consequence of the deadlock created by the C. P. R.

A point was raised as to whether the Lines would agree, apart from the C. P. R., to eliminate, pro tem, agents' names from advertisements, but this did not meet with unanimity.

However, the C. P. R. representative promised on his return to London that he would wire the Conference Secretary if his principals would agree to this agreement pending a subsequent Conference, for the curtailment of advertising expenses, in June.

#### Petitioner's Exhibit 1832.

9529

(White Star Line.)

Passenger Department.

' Liverpool, 29th April, 1908.

Per S.S. "Teutonic."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

S.S. "Baltic." We note your remarks in yours of the 18th instant in connection with the transfer of 13 Continental passengers to this steamer from the S.S. "Pretoria" and as this is an initial case, we have referred the matter to Secretary Peters, pointing out that we presume there is no question as to our being compensated for the difference in rate referred to. As previously advised you it has been agreed upon that where a Continental Lines' steamers reduces rates in competition with other steamers outside the Confer-

ence that they will be compensated to the extent of their full rate, but it is understood that in no case is

such compensation to exceed \$7.00 per adult.

\* \* \* \* \* \* 9

P. McDonnell Orders. Referring to Mr. Farley's letter to Mr. Swain of the 7th instant, we have issued a few of these orders in connection with passengers by the "Baltic" tomorrow to Western points, a list of which goes forward in the ordinary course by the steamer.

Atlantic Conference Statistics. By the ships's box tomorrow we are sending you a complete set of Atlantic Conference Statistics, numbers 1 to 6 showing the position of the Lines under the Pool Contract as compiled by Secretary Peters, Jena. We are also sending you a similar package addressed to the Boston office, which please arrange to forward on receipt.

Yours faithfully, For ISMAY, IMRIE & CO.,

A. B. C.

9530

### Petitioner's Exhibit 1833.

(White Star Line.)

Passenger Department.

Liverpool, 6th May, 1908.

Per s. s. "Adriatic."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

9533 Dear Sirs:

Reduced Eastbound Continental Rates. With reference to your remarks a similar arangement as that of the Hamburg Line was subsequently made in favour of the North German Lloyd steamer "Seydlitz" and thence to the Holland-America steamer "Ryndam" to meet the competition of the "Avoca" which was advertised to sail April 23rd which sailing was postponed until May 5th. The compensation to the "Ryndam" to which we have agreed, if other lines acquiesce was \$11.00. We note the wide difference in our rates to points in Southern Europe compared with those of the Austro-Americana Line. In this connection we have suggested to the Lines, in view of our being minus parties in the Eastbound Pool, for the rates of one or two of our steamers sailing about the dates of the New York and Continental Line's departures to be reduced for Continental business. For instance: The "Jelunga" sails May 19th and our "Adriatic" May 20th, for which we would be prepared to quote a Continental rate of, say \$23 to Hamburg with \$5 compensation. This is our suggestion, but we will write you further thereon after obtaining the views of the Lines.

Prepaid Business. We are looking forward to a revival in the prepaid business, and in view of your remark that the Cunard Line are getting a larger share of the Russian Hebrew prepaids than us, we hope you will direct your efforts towards the object of increasing the prepaid sales. The report from Irish agents is somewhat at variance with that stated by you, as we have advice from several of our leading agents to the effect that the Cunard Line are getting more prepaids than we are. Now that we receive particulars of prepaid sales, which is detailed on the Atlantic Conference returns, you will be able to judge our position at a glance in relation to the other lines.

9586

North Atlantic Passenger Conference Minutes. For your information, we give you herewith a copy of the printed minutes of Conference meetings (new series No. 375) held on 20th, 24th and 25th February and 3rd March, 1908.

Yours faithfully, For Ismay, Imrie & Co., A. B. C.

9539

9540

### Petitioner's Exhibit 1834.

May 13, 1908.

Special Head Tax.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

The Conference Secretary has transmitted to the British Lines copies of the cables that have passed between himself and Mr. Smyth. We are quite in accord with the Secretary's reply to Mr. Smyth's first cable, as we consider it would be most injudicious under existing conditions here to make any advance in the Third Class prepaid rates, and we were in hopes that you would defer any change until all efforts to induce the Board of Trade on your side to consent to permit the endorsement of the head tax on the tickets had failed. Moreover, Mr. Smyth's cables are not clear to us, as we do not understand how the companies propose to deal with the First and Second-class passengers, who, if anything, is of quite as much importance as to the Third Class passengers. would it assist us with the U. S. authorities, who we are afraid will not be satisfied with anything else short of a clear showing on the ticket that the head tax has not been charged any citizens of this country or aliens in transit.

> Yours faithfully, WHITE STAR LINE, Per

Any head tax charged to be shown separately on all tickets.

III

May 15, 1908.

Per SS "Caronia."

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

We are in receipt of your favor of 6th inst. per SS "Adriatic."

Reduced Eastbound Continental Rates. We note your suggestion to the Lines that in view of our being minus in the Eastbound Pool the rates for one or two of our steamers sailing about the dates of the N. Y. Continental Lines should be reduced for Continental business, and that you are prepared to quote a \$23.00 rate to Hamburg with \$5.00 compensation. We presume you have fully considered the possibility that many British and Scandinavian passengers would take advantage of this rate by booking to Hamburg.

Grand Trunk Ry. Referring to your letter of 2nd inst. we desire to say that the suggestions of the Grand Trunk Ry. contained in the memo, seem to deal only with business via the port of Boston, and we notice from copy of letter from the Boston office to you under date of the 12th inst. they have given you fully their views. They are in a much better position to advise you on the subject than we are here. At the same time, we quite appreciate that in order to strengthen us against the competition of the C. P. R. it would be desirable to work as closely as possible with our Grand Trunk Ry friends. The only way in which the suggestions of the G. T. R. can be carried out is by the use of their own orders and not by using our orders and stamping them to read via G. T. R.

Yours faithfully, WHITE STAR LINE, Per 9549

### Petitioner's Exhibit 1836.

May 15, 8.

Per SS "Caronia."

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

Greek & Oriental prepaid Rates.

Referring to your letter of the 6th inst., we beg to say that on reference to your letter of March 18th and our reply of March 27th we fail to find any mention of this matter.

9545

In reply to your remarks respecting the prepaid rates from Greek and Oriental points, the rates are not based on any arrangement covering Continental fares, but are fixed by agreement with the Italian Lines. While the Continental Lines added to their rates the head tax by separate collection and the British and Scandinavian Lines increased their rates by \$2.50 to cover the increased tax, the Mediterranean Lines did not do so, but continued to absorb the tax in the same way they did the \$2 tax formerly in vogue. Our Greek and Oriental prepaid rates still continue to be based on the port rate plus cost of transportation to the port of embarkation, but do not include the tax. To do this would make the rates so high that they would be practically prohibitory.

9546

Yours faithfully, WHITE STAR LINE,

Per

# Petitioner's Exhibit 1837.

9547

(White Star Line)

Passenger Department. Liverpool, 1st August, 1908.

Per s. s. "Mauretania"

Third Class.

Passenger Department, White Star Line, 9, Broadway, NEW YORK.

Dear Sirs.

9548

Your favor of the 21st ultimo to hand, contents noted.

Advance in E. B. Rates for Liverpool Service.

Copies of circulars notifying changes in connection with the Liverpool-New York Service steamers, duly received, for which thanks.

9549

North Atlantic Passenger Conference Meeting— Liverpool.

No action has as yet been taken by the Continental Lines respecting the resolution requesting them to reduce their rates westbound in view of their continued minus. Of course we shall keep you advised as to any movement that may take place. We advised you the reason for our action in advancing the Eastbound British, Scandinavian and Finnish and Continental rates in a previous letter.

Colonist Rates. Copy of the official report of the R. R. Committee of the Lines covering the official letter from the Joint Routing Committee announcing the usual colonist rates effective from Aug. 31st to Oct. 30th, duly received, for which we thank you. Simultaneously, we have received advice from the Conference Secretary here of these rates, and it is proposed that all Lines advise their agents.

Atlantic Conference. Minutes of the first meeting of the American Atlantic Conference (Joint Proceedings No. 1) held 25th ulto., duly to hand, and we note what you say hereon as to Messrs. A. E. Johnston & Co. The Cunard Line here are of the opinion that the question of cancellation of A. E. Johnston & Co., is covered by paragraph 20 of the by-laws to Agreement AA of February this year, which was framed with the express purpose of protecting the interests of these agents, who, at the time of the London meeting, already represented outside and competitive Lines. In this way, Messrs. Karlsberg, Spiro & Co., (who, at that time, already represented the Russian East Asiatic Company), were not called upon to relinquish that agency, although they have since decided to confine their interests to those of the British Lines.

Changes in Rates. Copies of notices 376 and 377 referred to received, and we note the circumstances which brought about the reduction in the rate of the "Bremen" of the N. G. L. being fixed at \$25 to compete with the "Estonia" of the Russian East Asiatic Co. We also note that the Austro-Americana reduced their rate for "Eugenia," 22nd July to \$25 in order to follow the rate of the direct Bremen steamer.

Yours faithfully, For Ismay, Imrie & Co.

9551

# Petitioner's Exhibit 1838.

9553

(White Star Line.)

Passenger Department, Liverpool, 7th August, 1908.

Per S. S. "Lucania."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York,

Dear Sirs:

9554

Your favor of the 28th ulto., to hand, contents noted.

London Agreement. We inclose herewith two copies of the agreements furnished by Secretary Peters, which we note will fill your requirements.

Continental Rate Situation. Remarks noted, and having regard to the meeting which is now in progress in Paris, at which, no doubt, the position of the various lines will be fully discussed, some developments may be expected and some arrangement brought about whereby all Lines will adjust their carryings to the figure demanded by the percentual allotment.

9555

For Ismay, Imrie & Co.

### Petitioner's Exhibit 1839.

Aug. 11, 8.

Per SS. "Mauretania."

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

N. A. P. C. Meeting—Liverpool. We note that so far no action has been taken by the Continental Lines with regard to the resolutions adopted by your Conference, requesting them to reduce their rates Westbound in view of their large minus. We see that your action in advancing the E. B. British, Scandinavian, Finnish and Continental rates is the subject of controversy in the Pool correspondence, some of the Lines feeling that the object you have in view is not permissible. We shall be interested to learn whether your contention is sustained.

Colonist Rates. Remarks noted. As advised you in our last letter, we are sending by the "Cedric" a supply of Mallory Line tariffs which contain these rates.

A. E. Johnson & Co. We note the reasons given by the Cunard Line for their refusal to follow the action of the other Lines in the matter of the disqualification of A. E. J. & Co. If, of course, Paragraph 20 of the Bye-laws to Agreement AA, of the meeting in London in February of this year, was inserted for the express purpose of covering such agents as Earlsberg, Spiro & Co., we suppose the Cunard Line can with justice claim that this should also apply to A. E. J. & Co. In fact that is the stand they take here, and they have informed us that they have been advised by their Liverpool Office not to join in any action which is in contravention to the stipulation of the February agreement. No neeting of the Conference has been held

9558

since we wrote you last, but there will in all probability be a meeting this week, when it is possible the A. E. J. & Co. matter will be brought up for discussion. In all candor, however, we would say that the business of A. E. J. & Co. at present is practically nil, as we do not believe the Cunard Line would permit them to do any business other than Scandinavian and Finnish, and of course A. E. J. & Co. do everything possible to turn all this business to the Scandinavian-American Line.

Joint Colonist Passenger Tariff. Copy attached, showing mixed class of R. R. rates effective Aug. 31st to Oct. 30th.

9560

Yours faithfully, WHITE STAR LINE, Per.

### Petitioner's Exhibit 1840.

(White Star Line.)

Passenger Department. Liverpool, 12th August, 1908.

Per s. s. "Oceanic."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9563 Dear Sirs:

Your favor of the 31st ulto. to hand, contents noted. Continental Prepaids. From the attached correspondence you will observe that we have investigated the allegations as to passengers being advised by the agent at Thorn that White Star prepaids were valueless and urging them to travel by the German Lines, which, however, does not state by whom they were directed to Thorn. In returning Mr. Breck's letter herewith, and in order that further enquiry may be made, we would suggest that the passengers be interrogated as to who it was solicited them to go to Thorn. We return the certificates SE 26036/7 herewith, which have been cancelled on our records here.

9564

Advance in Rates. Remarks noted. This matter was touched upon at the Conference meeting yesterday, but no unanimity was reached among the Lines, and although one suggestion took the form of a general advance, it was felt by several that this could not consistently be arranged while they remained minus parties in the Eastbound Pool.

## Petitioner's Exhibit 1840

9565

Atlantic Conference. Copy of minutes of meeting No. 2 received, which we have perused with interest.

Sherman Anti-trust Act of 1890. Thanks for copy of this Act.

London Agreements. Referring to our letter of the 8th instant, we have pleasure in enclosing herewith two sets of the London agreements, viz., Contract AA, Agreements V, W, X and Z.

Scandinavian and Finnish Statistics. We have pleasure in enclosing herewith Return of Scandinavian and Finnish emigration from January 1st to June 30th, 1908, compiled by the Conference Secretary, which have been duly printed.

9566

Yours faithfully, For ISMAY, IMRIE & CO. 9569

9570

### Petitioner's Exhibit 1841.

Aug. 14, 8.

Per SS "Umbria."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

Complaint Against Falck & Co., Hamburg,)

) Enclosed

Daniel P. Fraser and wife, ex-"Adriatic.")
you will find a lengthy letter of complaint from these
two Third Class passengers who arrived on the SS
"Adriatic" present voyage. Mr. Fraser is quite an
intelligent man, and we think the matter ought to be
thoroughly investigated. We believe we have already
advised you that we quite frequently receive similar
complaints from some of our East side agents that
Falck & Co. unnecessarily detain their prepaid passengers in Hamburg evidently for the purpose of running up a board bill, and wherever possible divert passengers to the Continental Lines. \* \* \*

We believe Mr. Fraser is quite justified in demanding return of the \$1.50 collected from him at Southampton to cover board and lodging expenses in Hamburg.

While we here are, of course, not entirely conversant with the condition of affairs at Hamburg, it does seem to us, from information received by us from time to time, that Messrs. Falck & Co. and their sub-agents do not always act for the best interests of the White Star Line, but wherever possible induce passengers to travel by some other line.

9572

Advance in Libau & Riga Prepaid Rate. We have your cable of Aug. 12th reading:

"Libau Riga rate advanced Marks 160, White Star only," which will make the prepaid rate from these points \$34.50, plus \$4.00 head tax. The agents are now being circularized.

E. B. & W. B. Rail Matters. The proposed meeting with the rail interests has not yet been held. We will keep you posted as to developments. We enclose herewith report of the R. R. Committee, which contains, as you will observe, copy of letter to the W. P. A., which will interest you.

Reduction in Italian Rates. You will note from copy of our letter to American Line, Southampton, that we have cabled them with reference to reduction in rate to Turin of \$17.00 by the French Line for their SS "Chicago" and "Florida."

Atlantic Conference. We enclose copy of minutes of Meeting No. 4.

Yours faithfully, WHITE STAR LINE. Per.

Encl.

### Petitioner's Exhibit 1842.

Aug. 18, 8.

Per SS "Lucania"

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 7th inst.

9575 Continental Karla Situation. We are pleased to note that you expected the Paris meeting would consider the position of the various Lines with regard to adjustment of their carryings.

Yours faithfully,

encl.

WHITE STAR LINE

# Petitioner's Exhibit 1843.

9577

(White Star Line)

Passenger Department.

Liverpool, August 19th 1908.

Per s. s. "Teutonic"

Third Class.

White Star Line,
Passenger Department,
New York.

Dear Sirs:

9578

Your letter of the 7th inst: to hand.

Frank Zotti. Your remarks in connection with the failure of this Agent are noted, and that although disqualified, he has established himself in business again, and is devoting his efforts exclusively for the Russian & Italian Lines.

Atlantic Conference. We attach copy of Weekly Statistics, West & Eastbound, No. 21, period 1st—7th August 1908.

Yours faithfully, For ISMAY, IMRIE & CO.

### Petitioner's Exhibit 1844.

Aug. 21, 8.

Per SS "Caronia."

Messrs. Ismay, Imrie & Co., Liverpool.

III Class Department.

Gentlemen:

Atlantic Conference. Weekly statistic No. 20 received, for which please accept thanks.

London Agreements. Thanks for the two sets of Contract AA, Agreement V, W, X, and Z.

9581

SS "Zeeland" sailing to-morrow against the SS "Volturno" will from present indications be a full ship (1300), and may shut out 150 to 200, who will be transferred to the SS "St Louis." The ostensible rate on the "Volturno" is \$23 less \$3 commission, but it is claimed that more commission is paid to many agents. The "Zeeland's" rate is \$21.00 less \$2.00. These two steamers are carrying the bulk of the Continental third class business this week.

Scandinavian-Finnish Prepaid)

Third Class Rates.

9582

We have just received through the Secretary of Conference copy of cable just received from Secretary Smyth, reading as follows:

"All Lines agreed advance Scandinavian-Finnish prepaids \$1.25 for aliens, except "Lusitania" "Caronia" class \$1.50 to rectify parity rates, and charge \$4.00 less citizens, Canadians, in force 24th."

We will, of course, take joint action with the other Lines and circularize agents promptly, notifying them that the new rates will go into effect Aug. 24th.

Yours faithfully,

WHITE STAR LINE

Encl.

Per

# Petitioner's Exhibit 1845.

9588

(White Star Line.)

Passenger Department. Liverpool, August 22nd 1908.

Per s. s. "Mauretania"

Third Class.

.White Star Line, Passenger Department, New York

Dear Sirs:

We confirm our cable of today reading:

9584

"Increase Scandinavian prepaid steerage for aliens "Oceanic Adriatic Baltic class \$41.75 Majestic Teu"tonic Arabic Republic \$40 Cymric \$37.25 American
"Line \$40 American Philadelphia Line Dominion Line
"\$37.25 plus \$3 Finnish charging citizens Canadians
"Transits \$4 less operative August 24th."

Secretary Smyth has also cabled Secretary Sandford regarding this advance, and we presume all Lines will place the advance rates in operation on Monday next the 24th inst:

We enclose copies of the Scandinavian & Finnish rate sheets, as furnished by the Conference Secretary here, which the Lines are sending out to the Agents who need same.

9585

## Petitioner's Exhibit 1846.

(White Star Line)

Passenger Department. Liverpool, August 22nd 1908.

Per s. s. "Mauritania"

Third Class.

White Star Line, Passenger Department, New York.

Dear Sirs:

Yours of the 11th inst. to hand.

9587

Refunding Continental Prepaids. We will not fail to advise you the decision arrived at by the Lines when this matter is discussed, although no mention was made of the question at the Meeting recently held in Paris.

N. A. P. C. Meeting L'pool. The question of our advancing Eastbound rates, notwithstanding we are in the minus, was discussed at the Paris Meeting, and a difference of opinion as to whether the principle of balancing Eastbound & Westbound carrying is correct being felt, it has been decided if necessary to refer the matter to arbitration.

9588

A. E. Johnson & Co. Remarks noted, and although the disqualifying of this firm was touched upon at the Paris Meeting, it was agreed, that pending the Meeting with the Russian East Asiatic Co. and Italian Lines, the question of disqualifying A. E. Johnson & Co. should be postponed.

We enclose copies of various Appendices to the different Agreements, which have just come to hand from Secretary Peters, and which you will note are in conformity with the resolutions arrived at, at the Paris Meeting Aug. 7th.

## Petitioner's Exhibit 1847.

9589

(White Star Line)

Passenger Department. Liverpool, August 26th 1908.

Per s. s. "Adriatic"

Third Class.

Passenger Department White Star Line, New York.

Dear Sirs:

9590

9591

Your letter of the 14th inst: to hand.

Complaint against Falck & Co. We regret to have the letter of complaint against this firm from Mr. D. P. Frazer & wife ex "Adriatic," which we have sent on to Hamburg together with extract from your letter, and will write you in regard thereto later.

E. B. & W. B. Rail Matters. We were interested to read report of the R. R. Committee and copy of letter to the Western Passenger Agent, and note that the proposed Meeting has not yet taken place, but that you will keep us posted in regard thereto.

Reduction in Italian Rates. We have no doubt but that the recent action of the French Line in reducing their Turin rate to \$17 for the "Chicago" & "Florida" will come up for discussion at the Meeting which is now being held in London.

Atlantic Conference. We are obliged for copy of minutes of Meeting No. 4.

# Petitioner's Exhibit 1848.

(White Star Line,)

Passenger Department. Liverpool, August 20th 1908.

Per s. s. "Lucania"

Third Class.

White Star Line,
Passenger Department,
New York.

Dear Sirs:

9593

Your letter of the 18th to hand.

Atlantic Conference. We attach Weekly Statistic No; 22 for period 8th-15th August, for your files.

# Petitioner's Exhibit 1850.

9595

Sept. 8th, 8.

Per SS "Lucania."

III Class Pass. Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 29th ult per SS "Lucania."

9596

Complaint against Falck & Co. We beg to thank you for letter from Messrs. Falck & Co. in reply to the complaint of Daniel Fraser and wife, but you have failed to state whether or not we are authorized to refund the equivalent of 6/- collected at Southampton to cover board and lodging expenses in Hamburg. We note Messrs. F. & Co. take exception to our remarks with regard to the detention of our prepaid passengers at Hamburg, and in reply can only reiterate what we have already written you, i. e. that they were made on the strength of statements made to us by various agents in this city as well as by passengers themselves. We will return letter from Falck & Co. as soon as the matter is disposed of.

9597

Atlantic Conference. Statistic No. 22 received, for which please accept thanks.

Russian-American Line. Now that this Line is a member of Conference, is it not possible to induce the Managers on your side to advance their prepaid rates to a more remunerative figure. You will notice that they now quote a rate of \$31, plus \$4 head tax.

Yours faithfully, WHITE STAR LINE.

Encl.

Per.

### Petitioner's Exhibit 1851.

(White Star Line.)

Passenger Department. Liverpool, 2nd September, 1908.

Third Class.

Per s. s. "Majestic."

Passenger Department,
White Star Line,
9, Broadway,
New York.

9599 Dear Sirs.

Your favor of the 21st ultimo to hand, contents noted.

Continental Prepaids. We hope you will be successful with your enquiries through the Minneapolis office, as we should certainly like to ascertain who solicited the passengers on prepaids SE 26036/7 to proceed to Thorn, and who it was advised the passengers our prepaids were valueless.

E. B. Continental Business. We shall be pleased to receive copies of your issue of revised Continental rate sheets when published.

9600

Atlantic Conference. Enclosed please find Weekly Statistics No. 23 East and Westbound covering the period 16th-23rd August.

# Petitioner's Exhibit 1852.

9601

(White Star Line)

Passenger Department.
Liverpool, 9th September, 1908.

Per s. s. "Oceanic"

Third Class.

Passenger Department,
White Star Line.
9, Broadway,
New York.

Dear Sirs.

9602

Your favors of the 28th ulto., and 1st. inst., to hand, contents noted.

Russian East Asiatic Co. We observe the representative of this Company on your side has issued circulars cancelling all previous rates and advancing their rates to \$28, less \$2 commission, in accordance with instructions received on the 26th ultimo, and that the special rate for the Holland-America Line steamer "Statendam" of \$23 was accordingly cancelled.

Atlantic Conference. Enclosed please find weekly statistics No. 24 East and Westbound for the period 24th-31st August.

9603

#### Petitioner's Exhibit 1853.

Sept. 18, 8.

Per SS "Caronia."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 9th inst., per "Oceanic."

9605 Atlantic Conference. Copies of weekly statistics for week ending Aug. 31st received, for which please accept thanks.

Yours faithfully, WHITE STAR LINE. Per.

Encl.

# Petitioner's Exhibit 1854.

9607

(White Star Line).

Passenger Department.

Per s. s. "Mauretania."

Third Class.

Passenger Department, White Star Line, 9, Broadway, New York.

Dear Sirs,

Since writing you on the 9th instant, we have none of your further favours of which to acknowledge receipt.

9608

Advance in 3rd class British Cash and Prepaid Rates. We have to confirm our cable of yesterday reading:

"Advance Prepaid steerage British Business Baltic "Cedric Cymric only 5/-."

This advance, applicable only to the three steamers named, was decided upon for pool purposes, and we presume you have advised the Boston office as usual.

Advance in 3rd class Cash and Prepaid Rates. Referring to previous paragraph hereon, and to the query contained in your prepaid cable message of the 11th, we confirm our further cable this morning reading as follows:

9609

"Referring to our cable of the 11th. Referring to "your cable of the 11th. Advance only applicable "Cymric Cedric Baltic pool purposes."

#### Petitioner's Exhibit 1855.

(White Star Line.)

Passenger Department, Liverpool, 16th September, 1908.

Per s. s. "Teutonic."

Third Class.

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs.

9611 Your favor of the 4th instant to hand, contents noted.

Atlantic Conference. Enclosed please find Weekly Statistics No. 25, East and West, covering the period 1-7th September.

British Cash and Prepaid Business. Referring to ours of the 12th inst., we confirm our further message of that date reading:

"Referring to our telegram of the 11th. Referring "to our telegram of the 12th—cancel our instructions "advancing prepaid steerage Baltic Cedric Cymric."

As the advance in the cash rate of 5/- applied only to the sailings from this side 17th, 24th and 26th instant respectively, we deemed it inadvisable to alter the prepaid figure.

Yours faithfully,
For ISMAY, IMRIE & CO.
A. B. C.

# Petitioner's Exhibit 1856.

9613

Sept. 29, 8.

Per S. S. "Carmania."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

We are in receipt of your favors of the 19th inst. Atlantic Conference. We are obliged for the copy of the Minutes and Byelaws covering Clauses 22 to 74 of the London Agreement, which will be carefully kept.

9814

# Petitioner's Exhibit 1857.

(White Star Line.)

Passenger Department. Liverpool, 19th September, 1908.

Per s. s. "Campania."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

9615

Dear Sirs:

Atlantic Conference. Enclosed please find one copy of the Minutes and Byelaws covering clauses 22 to 74 inclusive, which you will be interested to have. In view of our previous advice, we will leave you to see that this document is carefully kept. Please acknowledge receipt.

#### Petitioner's Exhibit 1858.

(White Star Line.)

Passenger Department. Liverpool, 23rd September, 1908.

Per s. s. "Adriatic."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

9617 Dear Sirs,

Your favour of the 11th instant to hand, contents noted.

Atlantic Conference. Enclosed please find weekly statistics No. 26, East and Westbound, covering the period 8th-15th September.

Russian-East Asiatic Co. Referring to your letter of the 8th instant, we hardly see that any step in the direction suggested can be taken, as, of course, the pool conditions will govern the matter, and, in case of excess or shortage, adjust the rates accordingly.

9618

Atlantic Conference. Enclosed please find weekly statistics No. 1 East and West, 1st-7th September, Atlantic Conference and Russian Eastasiatic S. S. Co. and also the corrected copies dated September 19th.

# Petitioner's Exhibit 1859.

9619

Oct. 6. 8.

Per ss "Lucania."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 26th ult., per SS "Lucania."

Atlantic Conference. We enclose copies of minutes of Meetings Nos. 5 and 6, which no doubt you will find of interest.

Yours faithfully, WHITE STAR LINE. Per

encl.

# Petitioner's Exhibit 1860.

Oct. 13, 8.

Per SS "Lusitania."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

9621

Gentlemen:

We beg to acknowledge receipt of your favor of the 3rd inst., per SS "Lusitania."

Atlantic Conference. Statistics received, for which please accept thanks.

Yours faithfully, WHITE STAR LINE. Per

encl.

## Petitioner's Exhibit 1861.

(White Star Line.)

Passenger Department. Liverpool, 3rd October, 1908.

Per s. s. "Lusitania."

Passenger Department, White Star Line, 9 Broadway, New York.

Third Class.

Dear Sirs,

9723 Your favor of the 22nd ulto., to hand, contents noted.

Atlantic Conference. We enclose herewith weekly statistics No. 27, East and Westbound, covering the period 16th-23rd September; also the east and westbound statistics Nos. 2 and 3 as between the Atlantic Conference and Russian Eastasiatic Co. from the 8th to 15th September and from 16th to 23rd September respectively.

Advance in Third Class Cash Rate. In consequence of our continued plus in the westbound carryings, we have, under date of October 2nd, advanced the cash rate for the "Baltic," October 15th and "Republic" October 10th by 5/-, no alteration in the prepaid rate being made.

Yours faithfully, For ISMAY, IMRIE & CO.

# Petitioner's Exhibit 1862.

9625

(White Star Line.)

Passenger Department. Liverpool, 7th October, 1908.

Per s. s. "Oceanic"

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York,

Dear Sirs.

9626

Your favour of the 25th ulto., to hand, contents noted.

Libau and Riga Prepaid Rate. In connection with the alteration in Continental rates, in view of the recent pool contract Continental rates will not be governed by any action that may be taken by the Continental Lines, each Line party to the Pool being entitled to alter their rates to admit of adjusting their carryings. In future, therefore, when we cable you any alteration in the Continental rate, it will not necessarily apply to the American or Dominion Line unless specifically mentioned in our cable. It may be that we may desire to check our carryings, being in the plus, while at the same time the Dominion and American Lines may possibly be in the minus and desire their rate to remain as it is or at least not to advance same to the maximum as that which we might decide upon.

0021

In the instance under notice we did not cable Philadelphia that the Philadelphia service rate was to be \$34.50 plus \$4.00 head tax, but found this was cabled by the American Line.

Supplement No. 11 to joint tariff 13. We have your special letter of the 24th enclosing report No.

#### Petitioner's Exhibit 1862

124 from the Conference Secretary together with 5 copies of the supplement and submitting the reason for the issue thereof. We understand that a new tariff, considerably augmented, is in course of compilation, and we shall be interested to learn how soon this may be expected to be delivered to the Lines, as in the meantime the Lines here are not disposed to go to the expense of having a sterling issue compiled of supplements 10 and 11 having in view that the complete tariff may be expected to supersede same shortly.

9629

Sandford's Weekly Returns. We do not appear to have received Lawson Sandford's weekly statistical return No. 782, although numbers 783/4 are to hand. We will thank you to procure us two copies of No. 782, mailing same to us in due course.

For ISMAY IMRIE & CO.

## Petitioner's Exhibit 1863.

9631

(White Star Line.)

Passenger Department. Liverpool, 10th October, 1908.

Per s. s. "Mauretania."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York

Dear Sirs.

Your favour of the 29th ulto., to hand, contents noted.

9632

Atlantic Conference. We enclose herewith weekly statistics No. 28, East and Westbound covering the period 24th-30th September, also Russian East Asiatic statistics No. 4 west and east for the same period.

Lawson Sandford's Returns. As we have been required to give away one copy of No. 784 of these weekly returns, and of each subsequent issue, we shall thank you to supply us with these returns in triplicate in order to keep our files up to date. Piease let us have another copy of 784.

9633

Transportation between steamer and Ellis Island. We shall thank you to inform us the practice in vogue and the cost of transportation of third class passengers and baggage to and from Ellis Island. Our understanding is that we require to furnish transportation from the ship to Ellis Island, but that the various railroads take charge of the passengers immediately they have passed the U. S. Inspectors and arrange for their conveyance to the respective depots, with the exception, however, that we are called upon to provide transportation for such passengers as are furnished with free orders to Boston.

#### Petitioner's Exhibit 1864.

(White Star Line.)

Passenger Department. Liverpool, 14th October, 1908.

Per s. s. "Teutonic."

Third Class.

Passenger Department, White Star Line, 9 Broadway, New York.

9635 Dear Sirs.

Your favor of the 2nd instant to hand, contents noted.

Prepaid Steerage figures. From your cable of the 9th inst., we note that the figures for the past week are 56 British, 16 Italians, 22 Scandinavians, and 15 Continentals as against 32 British, 36 Italians, 33 Scandinavians and 63 Continentals for the corresponding period last year.

New York Conference Minutes. As we do not appear to have received from you Joint Committee Minutes No. 6 of meeting held 3rd September we shall be glad if you will kindly furnish us with a copy.

# Petitioner's Exhibit 1865.

9637

Oct. 23, 8.

Per SS "Celtic."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co., Liverpool.

Gentlemen:

New York Conference Minutes. As requested, we enclose herewith copy of Joint Committee Minutes No. 6 of meeting held Sept. 3rd.

S. S. "Baltic" reached wharf at 10:45 A. M. today, and the Third Class passengers left for Ellis Island about 2 P. M.

Hamburg-American Line. Enclosed please find circular which has been distributed very freely among the Hamburg-American Line agents calling attention to their low rate of \$32.00, their elaborate Third Class accommodations, five meals per day, menu, etc.

Yours faithfully,

WHITE STAR LINE.

Per

Encl.

9639

9640

# Petitioner's Exhibit 1866.

From Ismay, Imrie & Co., Liverpool.

Copy of letter from H. Peters to J. Bruce Ismay, Esq., 6/4/08.

Jena.

Dear Sir:

I beg to acknowledge receipt of your favor of the 2nd inst., which I have communicated to the members of the Atlantic Conference.

As to the reserve you make to alter the figures mentioned from time to time, I am afraid it may give rise to fresh troubles occasionally. Suppose f. i. the White Star Line were in excess and in order not to be obliged to advance its rate you would alter its present percentage to a higher one and thus reduce the excess or perhaps even convert it into shortage. I am not aware that this would be satisfactory to the other Parties. Or suppose the Continental Lines should reserve the same right to alter their percentages from time to time and they should make private arrangements to that effect, which has already once occurred in a certain manner, this would affect the whole working of the Pool adversely.

I will say nothing about the difficulty in keeping the accounts and keeping them clear as each period when an alteration of the percentages has occurred would have to be closed separately, whilst at present it is contemplated to let the accounts run throughout the year *i. e.* to connect each week or month with the whole of the preceding weeks or months. This, however, being a mere technical difficulty it can be overcome and must be overcome as good or bad as possible.

Notation in red ink in upper left hand corner as follows: Note of Mr. Sanderson's: No intention of doing anything of this kind. We would not object to giving 3 months' notice of an alteration.

9642

## Petitioner's Exhibit 1867.

9643

9645

(Copy)

April 22nd, 1908.

Dear Sir,

Atlantic Conference Eastbound Pool Percentages.

Referring to my letter of April 2nd, naming a division of the I. M. M. Co's Pool Allotment among the Associated Lines, I have now to give you the following amended division of the Eastbound Percentage which has been reduced as the result of the arbitration to 25.71% in all, viz:

American Line (Southampton) " (Liverpool)	6.74%	9644
Dominion Line White Star Line (New York and	1.98%	
Boston)	15.49%	
	25.71%	

this allotment is made with the same reservation as to possible alterations in the future, as indicated in my previous letter.

I understand that in future Pool statements you will show all the I. M. M. Co. Lines as well as the N. D. L. V. Lines separately, and the disposal of this question regarding the Eastbound Percentages, will, I hope, enable you to complete the Pool Statements for the first month without further delay.

Yours faithfully,

(Sgd) J. BRUCE ISMAY.

Secretary Peters,

Nordatlantischer Dampfer Linien Verband, Jena.

## Petitioner's Exhibit 1868.

M. A.B.C.

April 22nd, 1908.

Dear Sir,

Eastbound Pool Percentage Arbitration.

Referring to Mr. Wilding's award of the 20th instant in this matter, a copy of which has been mailed to you, I have had the percentages worked out in accordance therewith, and agree those submitted by the N. D. L. V. Lines as follows,—

Allan Line	4.95%
Anchor Line	3.93%
I. M. M. Co.	
(Exclusive of Red Star	) 25.71%
N. D. L. V.	
(Including Red Star)	45.80%
C. P. Ry.	4.49%
Cunard Co.	15.12%
	100.00%

In Mr. Wilding's letter covering the award he gives the percentages for all the Lines, but he has calculated them on the assumption that the other British Lines will make an additional contribution beyond what they have already agreed upon towards the extra percentage to the Allan Line and C. P. R. Such an arrangement can not be suggested, so the above figures will remain correct.

I shall be glad to have your acknowledgment and confirmation.

Yours faithfully,

(Sgd) HAROLD A. SANDERSON.

Secretary Peters,

Nordatlantischer Dampfer Linien Verband, Iena.

#### Petitioner's Exhibit 1869.

9649

From ISMAY, IMRIE & Co, Liverpool.

For Passenger Dept:

Steamship.

For ISMAY, IMRIE & CO.

February 11th

H. Peters, Esq.,

Secretary,

Nordatlantischer Dampfer Linien Verband, Jena, Germany.

Dear Sir,

9650

Clause 8, Third Class Agreement of 1898.

In considering our Eastbound third class arrangements for 1907, we are again faced with the very unfavorable position in which the White Star Line steamers are placed for securing Eastbound Continental business, by our continuing to base the rates on the Continental Line's interpretation of Clause 8 of the 1808 agreement.

The necessity for a revision of this clause to meet the altered conditions since it was drafted has been before the Lines for the last two years, and the question is referred to in the London Agreement of March 3rd 1905. Clause 5 of that Agreement reading as follows:

9651

"The Continental Lines agree in principle that a "modification of clause 8 of Steerage Agreement of "June 1898 is necessary; a Committee of Continental "and British Lines is to fix a classification satisfac-"tory to both parties of the respective Continental and "British steamers that are to charge about equal rates."

The second Agreement arrived at in London on March 4th 1905 also contains the following clause: 9652

### Petitioner's Exhibit 1869

"The question of an alteration of clause 8 of the "steerage agreement to be taken up again at a Meeting "at Cologne fixed for March 30th 1905."

From these it will be seen that the principle of the revision asked for by the British Lines was admitted the matter being referred for adjustment to the Cologne Meeting of March 30th 1905. At this Meeting, however, nothing was done in the direction desired, and before the Meeting broke up the British Lines stated that under the circumstances they must hold themselves free to base their Eastbound rates according to their interpretation of this clause, but no action was taken in the hope of an early adjustment of the third class agreement being still found possible.

At the Cologne Meeting of May 25th 1906 this point was again discussed and it was then decided that the question should be settled by the formation of an Eastbound Pool, but no steps have yet been taken to carry out this arrangement as the revision of the 1898 Agreement as outlined at this Meeting has never been effected.

While reluctant to cause any disturbance in the Eastbound rates we cannot consent to continue the present disadvantageous arrangement under which we base our Eastbound Continental fares from New York on the advertised rate for the "Deutschland" to Hamburg, (which steamer it may be noted has for a considerable period this winter not been employed in the Hamburg service) and for Bremen on the rates quoted for the "Kaiser Wm. II" etc. and unless the Hamburg American Line and Norddeutscher Lloyd can see their way to advance the rates of their other steamers to the figure quoted for the vessels already named we see no alternative but to base the White Star Line Eastbound rates on the fares quoted for the "Kaiserin Auguste Victoria" "Moltke" etc. for

9654

Hamburg and for the "Konigin Luise," "Barbarossa etc. to Bremen, but will defer acting until the end of the month in the hope that in the meantime we shall hear from you that the German Lines can see their way to alter their rates as suggested in the foregoing.

We attach a statement showing the alternative which we have in mind, and in the meantime, awaiting the favor of your reply, remain,

Yours faithfully.

Third Class Continental	Eastbound		9656
Rates.			
H. A. L.  "Deutschland"  "America"  "Kaiserin Augusta Victoria"	)	\$39.00 \$33.00	
"Blucher" & All Other Steame N. D. L. "Kaiser Wilhelm"	ers)		
"Kronprinz Wilhelm" "Kaiser Wm. der Grosse" "Kronprinzessin Cecilie"	)	\$39.00	
"Grosser Kurfurst" "Barbarossa" "Koenigin Luise" "Frederick der Grosse" & All Other Steamers	) ) ) )	\$33.00	9657
White Star Lin	e.		
"Oceanic" "Teutonic" "Majestic"	) Present I ) \$39.00 )		
Adriatic" "Baltic" "Cedric" "Celtic" "Arabic"	) ) ) \$37.00 )	\$31.00	

# Petitioner's Exhibit 1870.

#### COPY

30 James Street, Liverpool, 14th August, 1907.

H. Peters, Esq., Secretary, N. D. L. V. Lines, Jena.

Dear Sir.

In Mr. Ismay's absence, I have to acknowledge the receipt of your telegram of yesterday reading as follows:

"Referring to the understanding arrived at on July "sixth that all First and Second Class agreements, also "Agreement H are to remain in force pending an early "meeting which is to be held but which has not taken "place up till now, Hapag moves a meeting of I. M. "M. Co, and Continental Lines at Berlin or Hamburg "on August twenty-first, the dull season for which they "have to make their measures approaching fast, please "reply."

and to confirm our reply of to-day reading:

"Referring your wire thirteenth, are strongly of "opinion that no useful purpose will be served by meet"ing of I. M. M. Co. and Continental Lines to discuss "revision First and Second Class Agreements without "other British Lines including Cunards being present; "further suggest better postpone meeting until dif"ferences between Lloyd and Hapag are settled so that "Third Class Pool as well as First and Second Class "Agreements can be dealt with."

I am sure, upon reflection, the Continental Lines will agree that no real progress can be made at a meeting to be attended only by the representatives of the Continental Lines and the I. M. M. Co with the ob-

9660

ject of discussing First and Second Class rates. It would simply mean that a provisional understanding might, at best, be arrived at, when we would have to return and re-open the whole question with the Cunard, Anchor, Allan and C. P. R. Lines. I am sure it would be much better to endeavor to get these interests represented so that they could be present when the pros and cons are discussed.

Furthermore, I think it must be admitted that it would be very desirable that we should be in a position to discuss Third Class matters at the same time, as it is only to be expected that the Allan and Anchor Lines will express the opinion that all three matters should be settled concurrently, and at the present moment we are waiting for certain matters on the Continent to be adjusted before this subject can be further taken up with them.

I think I am right in saying that in the past we have had Third Class Agreements without any for First and Second Class business, but I do not recall the time when the Lines were ever bound to First and Second Class Agreements while Third Class matters were in an unsettled state.

Yours truly,
(Signed) HAROLD A. SANDERSON.

9662

9664

### Petitioner's Exhibit 1871.

From ISMAY, IMRIE & CO. LIVERPOOL.

Duplicate.
For Mr. Cauty.

Passenger. August 17th 1908.

Secretary Peters.
Atlantic Conference,
Jena.

Dear Sirs:

# Revision of Percentages.

9665

Referring to your G. No. 228 under date of 13th, inst., we wish to draw your attention to an error which appears in your statement of the eastbound percentages.

According to the revised statistics received from Mr. Sandford, the C. P. R's allotment of 4.60% is .23% in excess of the percentual proportion resulting from the mean of percentages years 1906-7. This additional allotment it will, however, be observed is a reduction of .01% on the figures considered at the London meeting, and it therefore follows that the additional allotment to be accorded to the Allan Line in compliance with the provisions of Appendix IV, agreement A. A. shall in like manner be reduced to .23%.

9666

The point which we however wish to bring to your attention is in regard to the participation by the other Lines of the Allan Line's additional allotment as referred to above, for according to your statement submitted, this is borne entirely by the I. M. M. Co's Lines by the arrangement entered into between the Lines, it was agreed that the reduction should be borne proportionately by all Lines with the exception of C. P. R., and with the further exception that the N. D. L. V. Line's share under this arrangement should be accepted by the I. M. M. Co., in addition to their own

proportion, and it is on this basis that the percentages as agreed upon pending the revision of the 1907 carryings were arrived at. The following is our statement of the Eastbound percentages worked on the above basis, and which it will be observed differ from those at present recorded only to the extent of the necessary revision consequent of the reduction of Allan Line's additional allotment from .24% to .23%.

Inclusion of Allan Line's additional allotment of .23%

Allan Line	4.84%	5.06%	0.000
Anchor	4.02%	4.02%	9668
I. M. M. Co.	26.52%	26.34%	
N. D. L. V.	46.90%	46.90%	
Cunard	13.12%	13.08%	
C. P. R.	4.60%	4.60%	
	100.00	100.00	

Inclusion of Cunard Line Fiume Service.

Allan Line	5.06% 4.02%	4.94%	
Anchor		3.93%	
I. M. M. Co.	26.34%	25.72%	9669
N. D. L V.	46.90%	45.80%	
Cunard	13.08%	12.77%	
C. P. R.	4.60%	4.49%	
	100,00	97.65%	
	Cunard Fiume	2.35%	
		100.00%	

# Petitioner's Exhibit 1871

The final eastbound percentages are therefore:

Allan	4.94%
Anchor	3.93%
I. M. M. Co.	25.72%
N. D. L. V.	45 2%
Cunard (L'pool.)	12.77%
Cunard (Fiume)	2.35%
C. P. R.	4.49%
	100.00%

9771 We trust you will agree with the above statement, and remain

Yours faithfully,

## Atlantic Conference.

Jena August 22nd, 1908.

White Star Line. Liverpool.

#### Dear Sirs:

9672

In reply to your favor of the 17th instant I would point out that I was unaware that the other British Lines with the exception of the Canadian Pacific were prepared to participate in the 0.23% additional for the Allan Line. I do not quite agree with your calculation as regards the Allan & Cunard Lines. In figuring out the division of the 0.23% on the different parties I obtain the following results:

	writ	ten in Red Ink.
Allan Line	4.825119	4.8283356
Anchor Line	4.016174	4.0103118
Immco Lines	26.457260	26.4560868
N. D. L. V. Lines	46.785572	46.7869710
Cunard Line.	13.085875	13.0883808
	95.170000	95.1700860

By rounding off the fractions I obtain the percentages as stated in the annexed calculation.—Accordingly the final percentages are:

Allan Line	4.93%
Anchor Line	3.93%
Immco Lines	25.72%
N. D. L. V. Lines,	45.80%
Cunard L'pool	12.78%
Cunard Fiume	2.35%
Canpac	4.49%
	100.00

0.00 9674

Please let me know whether you concur.

Yours truly,

Sig.: H. PETERS.

According to the statement of the White Star Line the 0.23% extra to Allan had to be borne by the Agreement Lines with the Exception of the Canpac and N. D. L. V.; the proportion of the N. D. L. V. to be borne by the Immco, the calculation is therefore the following:

	excl. of Canpac	incl. of Canpac.	
Allan Line	5.07%	4.84%	9675
Anchor Line	4.22%	4.02%	
Immco Lines	27.80%	26.52%	
N. D. L. V. Lines	49.16%	46.90%	
Cunard Line	13.75%	13.12%	
Canpac		4.60%	
	100.00%	100.00%	

Division of 0.23% Extra for Allan with the exclusion of Canpac.:

# Petitioner's Exhibit 1871

Allan Line	4.82%	+ 0.23% =	5.05%
Anchor Line	4.02%		4.02%
Immco Lines	26.46%	- 0.12 diff. of	
		N. D. L. V.	26.34%
N. D. L. V. Lines	46.78%	+ 0.12% to be	
		borne by Immco	46.90%
Cunard Line	13.09%		13.09%
Extra for Allans	0.23%		
Canpac	4.60%		4.60%
_	100.00	-	100.00

# 9677 Inclusion of Cunards Fiume Service:

Allan Line	4.93%
Anchor Line	3.93%
Immco Lines	25.72%
N. D. L. V. Lines	45.80%
Cunard L'pool	12.78%
Canpac	4.49%
Cunard Fiume	2.35%
_	

100.00

#### Petitioner's Exhibit 1872.

9679

Atlantic Conference. Secretary's Office.

Jena, November 19th 1909.

G. No. 659.

To the Parties:

Immco Allottment in Atlantic Conference (G. No. 35).

Mr. Ismay under date of 16th instant writes:

"I. M. M. Co., Allottment in Atlantic Conference. "Referring to my letter of April 2nd, 1908, giving you the division, for the time being among the associated companies of the I. M. M. Co.'s allotment, please note that from the 1st of January next the west-bound percentages will be as follows:

9680

American Line	6.22
Dominion Line	4.01
White Star Line	9.52

19.75

Kindly advise the other lines. I do not propose to make any change in the Eastbound allotment." Respectfully,

9682

### Petitioner's Exhibit 1873.

COPY.

Nordatlantischer Dampfer Linien Verband.

Jena.

January 25th, 1908.

J. Bruce Ismay, Esq., 30 James Street, Liverpool.

Dear Sir:

By request of Mr. Ballin I beg to send you enclosed three copies of proposals for cabin business which it was intended to submit at the proposed negotiations on cabin business. I have however to draw your attention to the enclosed Circular letter No. 3239 that the French Line don't quite agree as far as they are concerned with the proposed rates.

Printed copies of the proposal I hope to send you on next Monday.

Yours faithfully, Signed N. PETERS.

9684

### Petitioner's Exhibit 1874.

9685

COPY.

30 James Street, Liverpool, 28th January, 1908.

H. Peters, Esq.,
 Secretary,
 Nordatlantischer Dampfer Linien Verband,
 Jena.

Dear Sir:

I am in receipt of your letter of the 25th inst., enclosing three copies of proposals for cabin business which it is intended to submit at the proposed negotiations regarding this question, for which I am obliged.

9686

Yours truly, (Signed) BRUCE ISMAY.

### Petitioner's Exhibit 1875.

COPY.

30 James Street, 29th January, 1908.

H. Peters, Esq., Secretary,

9687

Nordatlantischer Dampfer Linien Verband, Jena.

Dear Sir:

I am in receipt of your letter of the 27th inst., enclosing six printed copies of the proposals for cabin business, for which I am obliged.

Yours truly, (Signed) BRUCE ISMAY.

### Petitioner's Exhibit 1876.

COPY.

30 James Street, Liverpool, February 7th, 1908.

H. Peters, Esq.,
Secretary,
Nordatlantischer Dampfer Linien Verband,
Jena, Germany.

Dear Sir:

- 9689

  1. Agreement limiting the Canadian Lines to 2.79 per cent as their share of the Continental steerage traffic.
  - 2. Agreement with Cunard Company re their Fiume-Trieste service.
    - 3. Agreement as to date of issue of circulars.
  - 4. Contract between the Transatlantic Steamship Lines in regard to Third Class Passenger business.

Yours very truly, (Signed) BRUCE ISMAY.

COPY.

30 James Street, Liverpool, 2d April, 1908.

Mr. Peters, Esq., Secretary, N. D. L. V., Jena.

Dear Sir:

## Eastbound Pool Percentages.

9692

Referring to the questions between the I. M. M. Co. and the N. D. L. V. Lines in connection with the Eastbound Pool percentages, which is to be referred to Mr. Wilding for arbitration the following is extract from a letter I have received from Mr. Wilding:

"Yours of the 25th inst. just received, and it will give me pleasure to try and find some solution of the difference that has arisen between the I. M. M. Co. and the N. D. L. V. Lines."

A statement of the case for the I. M. M. Co. is being prepared and I hope to be able to send you a copy very shortly

9693

Yours truly,
Signed HAROLD A. SANDERSON.

#### Petitioner's Exhibit 1878.

COPY.

30 James Street, Liverpool, September 28th, 1910.

H. Peters, Esq., Secretary, Atlantic Conference, Jena.

Dear Sir:

Prior to the next A. C. meeting fixed for Thursday, November 24th, I desire to remind the lines of the discussion which took place at the Paris meeting in May last with regard to the position of the White Star-Dominion Canadian service in connection with Agreement AA.

On that occasion, I placed before the meeting a cable from Mr. Hays, President of the Grand Trunk Railway, indicating the intention of that railway to have a steamship connection in exactly the same position, or at any rate not further committed as regards the agreements than the Atlantic Services of their competitors, the C. P. R., and that unless the White Star-Dominion Canadian Service as the ocean connection of the Grand Trunk Railway, could take up such a position, the Grand Trunk would feel compelled to establish a line of steamers of their own.

It was felt that a new Canadian service established by the Grand Trunk Railway would be most prejudicial to the interests of all, and should be guarded against if practicable but nevertheless my proposal that the White Star-Dominion Line should be placed in the same position as the C. P. R. and Allan Lines was not agreed to.

> Yours truly, (Signed) BRUCE ISMAY.

9696

#### Petitioner's Exhibit 1879.

9697

December 24th, 1908.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Atlantic Conference-Cologne Meeting Dec. 3rd.

We are in receipt of your favor of the 9th inst., enclosing copy of minutes of the above meeting, all of which we have very carefully noted, and for which please accept our thanks.

We were very much pleased to note that the Intermediate Season for First Class business had been adopted to which matter we refer in more detail in a separate letter.

International Sleeping Car Co.'s uptown office: We noted the action with respect to the application of this company for an agency, with considerable regret. However, in view of the action taken, there was nothing for us to do but to appoint the International Sleeping Car Co. as agents, which we have done for all the I. M. M. Co.'s Lines.

Yours truly,
PASSENGER DEPARTMENT.
Per

9699

### Petitioner's Exhibit 1880.

#### COPY OF CABLE.

To Ismay, Liverpool, April 24, 1908.

Referring to your telegram of the 24th, consider our minus today 2700, presume impossible plus parties advance account conditions; recommend reducing to basis \$28 Hamburg.

Copy of Cable from Liverpool to Internavco, N. Y.

9701

April 24, 1908.

To adjust position Pool Eastbound what Continental steerage rate do you recommend in view of Continental Lines recent reduction?

(Copy to Vice-Presidents and Third Class Dept.)

Liverpool Cables Internavco, N. Y.

April 25, 1908.

9702

Advanced Westbound Continental steerage rates White Star Line, American Line, Dominion 150 marks all ports excepting Cherbourg 140 marks quote prepaid accordingly. Referring to your telegram of the 25th, we approve of your suggestion eastbound rate White Star Line, Dominion, American-Philadelphia service only.

(Copy to Vice-Presidents and 3rd Class Dept.)

#### Petitioner's Exhibit 1881.

9703

April 15th, 1910.

Dear Mr. Strasser:

I have your favor of the 8th instant, regarding letters or correspondence and statistics, which I have carefully noted, and you correctly understand the change to be made, which is that Mr. Peters is to send me hereafter only one copy of all printed statistics covering the N. D. L. V., A. A., and Mediterranean Agreements. The letters or correspondence circulated by Mr. Peters will reach me through Mr. Cauty, who sends me the originals, if the documents are printed in English, or translations if they are printed in another language.

9704

With thanks for your kindness, I am,
Yours very truly,
ED. STRASSER, Esq.,
Antwerp.

#### Petitioner's Exhibit 1882.

December 23-09.

Third Class.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Your favor of the 15th to hand.

American R. R. Matters—Renewal of W. B. Agreement with W. P. A. Your remarks under this head are noted. The draft of the agreement has been approved by the lines and is now only awaiting ratification by the railroads. As soon as printed copies are received we will send same to you.

Northwest Transport Line. The "Napolitan Prince" sailed Dec. 18th with 195 and the "Necker" of the Lloyd sailed the same day with 568. The "Zieten" today has been fixed to sail in competition with the "Sicilian Prince" at a rate of \$24.

Yours faithfully, WHITE STAR LINE, Per

## Petitioner's Exhibit 1883.

9709

9710

Sept. 17-09. Third Class.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Northwest Transport Line—Competitive rates "Lithuania" & "Russia." With reference to the remarks in your letter of the 25th ulto. as to whether the Russian American Line paid any extra commission to agents or intend making claim for difference in railroad fares, we beg to say that the only steamers on which we are aware that extra commission was allowed with the consent of the Small Committee were the "Russia" June 5th, and "Lithuania" June 23rd. The amount of this commission, we are informed by Messrs. A. E. Johnson & Co., was less than \$100 for each steamer.

Yours faithfully, WHITE STAR LINE. Per

### Petitioner's Exhibit 1884.

(White Star Line.)

Passenger Department.

Liverpool, 15th May, 1909.

Per s. s. "Mauretania."

Special.

Passenger Department, White Star Line, 9 Broadway, New York,

9713 Dear Sirs:

Scandinavian American Line.

For your information we attach herewith copy of minutes of meeting of 13th instant, and further meeting of 14th instant, between the representatives of the British Lines and the representatives of the Scandinavian-American Line, from which you will be pleased to note that the latter have entered the Conference, as the result of the final deliberations, on a basis of 2.70% west and 3.50% eastbound. A copy of the agreement, to be noted as C. C., in relation to the agreement AA will be sent you in due course.

Yours faithfully,

For Ismay, Imrie & Co.

North Atlantic Passenger Conference.

31 James Street, Liverpool, May 13th, 1909.

E. S. Smyth, Secretary.

The Chairman explained the reasons which prompted the British Lines to invite the Scandinavian-American Line representatives to meet them in Liverpool, and the position of the Scandinavian-American Line in the business was thoroughly discussed.

Director Gold expressed the willingness of the Scandinavian-American Line to enter into an agreement with the other lines, and the question of their joining the agreement turned upon the percentage of traffic to be allotted to them.

Director Gold asked for 3% Westbound and 3.50% Eastbound at least, explaining that the period 1906 and 1907 was the most unfair to them that could be selected as a basis, and asked that a more extended period or other years should be taken.

It was pointed out to him that he could not expect to join the agreement on a different basis to that accepted by the original lines members thereof. The beneficial effect of that agreement on passage rates and in other respects were explained at length, at the same time it was made plain to Director Gold that were he to remain outside the British Lines could foresee that fluctuations of rates amongst the agreement lines might result detrimentally to his line, and the British Lines could not always confine their reductions in passage rates for traffic adjustment to business outside Scandinavian which they had hitherto done.

9716

#### Petitioner's Exhibit 1884

Director Gold, however, asked for 2.80 or 2.90% Westbound, accepting the 3.50% Eastbound. The committee could not agree to this proposal and neither side being prepared to make any further offer, the meeting closed without result.

Subsequent to the above meeting, the chairman had an interview with Director Gold, as a result of which a further meeting was called on the 14th instant at 10 A. M., when after obtaining the assent of the other British Lines, a compromise was arrived at and a final agreement concluded, allotting to the Scandinavian-American Line 2.70% Westbound and 3.50% Eastbound.

9719

North Atlantic Passenger Conference.

31 James Street, Liverpool, May 14th, 1909.

#### COPY.

E. S. Smyth,
Secretary.

9720 H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

#### Dear Sir:

Referring to Minute No. 120 of the Atlantic Conference, I am instructed to advise you that a small committee was appointed by the British Lines to meet the representatives of the Scandinavian-American Line, who attended in Liverpool yesterday and today with the view of bringing them into the general pool,

and after considerable negotiation an agreement has been concluded alloting to the Scandinavian-American Line 2.70% Westbound and 3.50% Eastbound in the general pool. The agreement in detail is now in the printers' hands and copies will be sent to you as soon as possible.

The signature of the Scandinavian-American Line to this agreement is, however, subject to a condition as set forth in the attached copy of letter from Director Gold. Director Gold has undertaken, as you will see, to at once approach the Hamburg-American Line with regard to this matter with a view to advising the British Lines the result before the 31st instant.

9722

I shall be glad if you will circulate this letter, which will in this way reach the Hamburg-American Line in due course, and the result of the negotiations between the Scandinavian American Line and the Hamburg-American Line will no doubt be notified to the parties as early as possible.

Clause 5 of the agreement with the Scandinavian-American Line reads as follows:

> "The Scandinavian-American Line agree to confine themselves to the carriage of Scandinavian and/or Finish steerage passengers only."

9723

For your information, I am noting this agreement as "Agreement C. C." which I hope will not clash with any other agreements.

Yours truly,

Secretary.

### Petitioner's Exhibit 1884

#### COPY.

It is understood that today's agreement regarding steerage business is signed by me on behalf of Det Forenede Dampskibs Selskab subject to the contract between the Hamburg Packet Company and Det Forenede Dampskibs Selskab of the 21st December, 1904, being prolonged up to 26th February, 1911, as to which I undertake to at once approach the Hamburg Packet Company and to give a definite reply before the 31st instant. I have no reason to expect the Hamburg Packet Company will raise any objection to the proposal.

9725 Dt

Should the Hamburg Packet Company refuse the proposal my signature to the said steerage agreement remains binding provided the A. C. Lines agree to cancel clause 5 of that agreement.

(Sgd.) DET FORENEDE DAMPSKIBS SELSKAB, C. M. T. GOLD.

Liverpool, May 14th, 1909.

# Petitioner's Exhibit 1885.

9727

May 11th, 9

Messrs. Ismay, Imrie & Co., Passenger Department. Liverpool.

Dear Sirs:

Northwest Transport Line.

We have your letter of the 30th and in answer to your comments as to the position taken by the Cunard Line will say we here did not share the feeling of that company that the appointment of a committee to devise fighting measures would be a violation of the Sherman Act. As you are aware we were represented on the committee and carried out these plans in connection with the Continental Line, Russian East Asiatic and Volunteer Fleet last year. The committee, however, as you know, have not felt that the situation warranted any special action at present in view of the small eastbound movement.

Yours faithfully, WHITE STAR LINE. Per

9729

#### Petitioner's Exhibit 1886.

(White Star Line.)

Passenger Department.

Liverpool, 30th April, 1909.

Per s. s. "Campania."

Passenger Department, White Star Line, 9 Broadway, New York.

9731 Dear Sirs:

North West Transport Line.

We are in receipt of your favour of the 20th inst., under the above heading, and observe that this matter was discussed at a recent meeting of the lines when it transpired that the Cunard Line did not care to associate themselves with the adoption of fighting measures as they consider such action would be a violation of the Sherman Act, in connection with which we shall be interested to learn your views on this point.

9732

Yours faithfully, For Ismay, Imrie & Co.

# Petitioner's Exhibit 1887.

9733

April 20-09.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Northwest Transport Line.

We have your letter of the 8th inst., with reference to your remarks regarding the action taken at the Paris meeting as to the revival of By-law 22, we might say that the matter was discussed at an A. C. Conference meeting last week and all lines were in favor of the proposed action except the Cunard Line who, while not opposed to the appointment of the committee stated they did not care to be considered as participating, looking upon it as a violation of the Sherman Act. The committee members have been appointed and they will, for the present at least, simply watch the situation and in their judgment the opposition sailings do not warrant any immediate reduction for rates for any particular sailing.

Yours faithfully,

WHITE STAR LINE.

Per

9735

#### Petitioner's Exhibit 1888.

April 9-09.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Northwest Transportation Co.

Your letter of the 31st confirming your cable received, which crossed curs of the 29th, commenting upon your message. You will have noted we have gone fully into the proposed action of the lines here. A committee has been established and we now enclose you copy of Mr. Sandford's memo of March 30, confirming the appointment of the committee and naming the members of same who will watch the situation.

Yours faithfully, WHITE STAR LINE. Per

## Petitioner's Exhibit 1889.

9739

(White Star Line.)

Passenger Department, Liverpool, 8th April, 1909.

Per S. S. "Campania."

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

North West Transport Line.

9740

We are in receipt of your favor of the 29th ulto., and note your remarks with regard to certain of the Lines having no instructions as to the revival of bylaw 22 to meet the competition of the North West Transport Line, and we have today written to Secretary Peters calling his attention to the matter and stating that we assume he will put himself in communication with Secretary Sandford with a view to unanimous action if he has not already done so.

We are interested to note your further remarks with regard to suggested increase in the third class East-bound Continental rates which most of the Continental Lines expressed their willingness to advance provided the increase also applied to the British Lines, and we may say that the latter will be quite agreeable to put the rate to as suggested subject to similar action on the part of the Italian and Continental Lines.

Yours faithfully, For Ismay, Imrie & Co.

#### Petitioner's Exhibit 1890.

(White Star Line.)

Passenger Department, Liverpool, 31st March, 1909.

Per S. S. "Oceanic."

Passenger Department, White Star Line, 9 Broadway, New York.

Dear Sirs:

9743

North West Transport Line.

We have to confirm our cable of the 29th instant reading:

"Paris meeting: By-law 22 revived meet competition North West Transport; act accordingly with other Lines."

> Yours faithfully, For Ismay, Imrie & Co.

### Petitioner's Exhibit 1891.

9745

March 29-09.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

Northwest Transportation Co.—Fighting Rate Steamers.

We beg to acknowledge receipt of your cable of the 29th, as follows:

"Paris meeting by-law twenty-two revived meet competition Northwest Transport act accordingly with other lines."

The Holland Line received a cable from their home office which requested a meeting of the Continental Lines to consider re-establishing the small committee. At the meeting, however, which we attended, the Lloyd Cunard and Hamburg being without instructions we could take no action, but as soon as we received your cable we informed the Secretary that we are prepared to join the other lines in appropriate action. We might add, however, that the Cunard Line at today's Meditterranean meeting, when the matter was touched upon, stated that they were much opposed to reviving the question of fighting rates in accordance with the plan outlined in By-law 22 of the Atlantic Conference.

We would also state that in the cable of the Holland Line the suggestion was made that in view of the increase in rates to be made by the lines in the Mediterranean trade it would be desirable to sound the Continental Lines on the question of a like increase in their eastbound rates. The lines, however, in view of the poor eastbound movement are not a unit as to whether the present is an opportune time for increasing rates but most of the Continental Lines felt that they would be agreeable provided the increase also, applied to the British Lines.

Yours faithfully, WHITE STAR LINE, Per 9746

#### Petitioner's Exhibit 1892.

Liverpool cables, Internavco, N. Y., March 29, 1909.

Paris meeting by-law twenty-two revived meet competition Northwest Transport act accordingly with other lines.

(Copy to Vice President & Third Class Dept.)

#### Petitioner's Exhibit 1893.

III Cl. Pass., Sept. 10-08.

9749

Red Star Line, Office of the Manager, Antwerp.

Dear Sir:

Northwest Transport Line-Fighting Rates.

The Small Committee approached us on Wednesday and stated that it was the opinion of the Committee that the "Lapland" should be fixed as the fighting steamer against the "Uranium" of the Northwest Line sailing the same day. The present advertised rate of the "Uranium" being \$25 less \$3 the rate for the "Lapland" will be \$24 less \$2.

9750

In view of the Red Star Line being in the plus, we hesitated at first as to whether it was good judgment to select the "Lapland" when the "Baltic" of the White Star Line, which has a minus of 3,000 odd, was sailing the same day. After a canvass of the lines it seemed to be the opinion, however, that a direct sailing to the Continent, notwithstanding pool position, was the best competitor to select and therefore we put the reduced rate in effect for tomorrow's steamer. We therefore expect to have about 800 for this sailing.

Yours faithfully,

RED STAR LINE,

Рег

### Petitioner's Exhibit 1894.

9751

(COPY.)

Passenger Department, Liverpool, 29th April, 1908.

H. Peters, Esq.,
 Secretair,
 Nordatlantischer Dampfer-Linien Verband,
 Jena.

Dear Sir:

We beg to acknowledge receipt of your telegram of the 29th instant, reading:

9752

"Holland Line got cable Avoca sailing postponed May 5th they move to oppose their Ryndam May 6th, with eleven dollars compensation account general pool wire."

and confirm our reply this afternoon reading:

"Quite willing compensate Ryndam eleven dollars if all Pool Lines agree. And reducing Eashbound Italian rate American White Star via Cherbourg to \$30 basis Turin."

> Yours faithfully, ISMAY, IMRIE & CO., (Itld) F. B. 9753

Copy of telegram from Secretary Peters 29th April, 1908.

Holland Line got cable Avoca sailing postponed May 5th they move to oppose their Ryndam, May 6th, with eleven dollars compensation account general pool; wire.

#### Petitioner's Exhibit 1895.

(White Star line.)

Passenger Department, Liverpool, 20th June, 1908.

Per S. S. "Campania."

Passenger Department, White Star Line, New York.

9755

We are glad to see that you were in a position to command acquiescence in your view that the over-flow from ss. "Finland" should be given to the "Oceanic," and in accordance with the particulars as to the number of passengers so transferred, we have this day submitted our claim through Secretary Peters for the sum of \$656.00. The copy of your letter to the Southampton office, however, on the subject does not appear to have been enclosed, but we have read with interest copy of your letter to the Red Star Line of the 9th.

Yours faithfully,

For Ismay, Imrie & Co.

Messrs. Ismay, Imrie & Co., Liverpool.

Dear Sirs:

Special-Frank Zotti & Co.

In our Mediterranean Service letter we referred to the meeting of the Continental Conference which was specially called to consider the inroads made by the Italian Lines on the Continental business of the Pool Lines. As we advised you Mr. Brown of the Cunard Line was present and the business of the meeting had been very harmonious when, to our surprise, the status of Frank Zotti & Co. was brought up, the Hamburg American Line presenting copies of his paper, the "Naroda Liszt" containing an advertisement of the N. Y. Continental Line with himself mentioned as their agent. Mr. Boas immediately proposed to disqualify Mr. Zotti.

As regards the matter of the advertisement we might explain that when this was brought to our attention at the previous meeting of the Continental Lines we called it to Mr. Zotti's attention, who stated that it was an advertisement which had been running in the paper for some time but that he would immediately have it changed and he has stated to us that the advertisement was discontinued at once. The papers in question were issued prior to the change. On the motion of disqualification which was seconded by the Austro Americana Line, all lines voted in favor except the Cunard Lines and ourselves, we feeling that it was not fair to go to the extent of disqualification before the case had a hearing. Mr. Brown of the Cunard Line in voting stated that his position on this matter should be well known to all and that he was not prepared to do away with Zotti until other matters were disposed of, he having reference to the stand which was taken by him

9758

that as long as Mr. Delli Paoli was maintained as General Agent in Philadelphia by the Hamburg and White Star Line he would not give up Mr. Zotti as agent here. The stand he took excited the ire of Mr. Boas who very much resented the position he took and

left the meeting in high dudgeon.

The incident is much to be regretted as up to the time that the case against Zotti was presented the meeting had been harmonious, it being the first time for many months that the Cunard Line had consented to attend a meeting. In fact they had withdrawn their objection to the fine in the case of agent Goldberger (who was found to have been assisting the Italian Lines by giving them information regarding Continental booking agents) in order to bring about harmony.

We understand Mr. Boas has strongly written to Hamburg and as this question of Frank Zotti agency will most likely be placed before the Atlantic Lines by Secretary Peters we desire to post you fully as to the

position we took in the matter.

Yours faithfully, WHITE STAR LINE.

Per

9762

### Petitioner's Exhibit 1897.

9763

(White Star line.)

Steamship Department, Liverpool, December 30th, 1910.

Special.

White Star Line, Steamship Department, New York,

Dear Sirs:

We have just received a telegram from Secretary Peters announcing that the Fabre Line have given notice of withdrawal from the Mediterranean agreement, and for your information we have cabled you accordingly.

9764

In accordance with the terms of the agreement the notice of one Line frees all on the 30th June next, unless in the meantime some arrangement is come to for continuing the agreement.

A meeting is already arranged in Paris for April 24th.

Yours faithfully, For Ismay, Imrie & Co. A. B. C.

### Petitioner's Exhibit 1898.

( Red Star Line)

Passenger Department, Antwerp, November 21st, 1910.

W. W. Jefferies, Esq., International Mercantile Marine Co., New York.

Dear Sir:

Please find enclose N.D.L.V.—Minute 948 as well as new print of the schedules of cabin minimum rates as per agreement V. & W.

We are, dear sir,

Yours faithfully,

RED STAR LINE.

## Petitioner's Exhibit 1899.

September 30th, 1910.

Edward Strasser, Esq., Red Star Line, Antwerp.

Dear Mr. Strasser:

9768

I have been a great admirer of the statistics issued by Mr. Peters, known as "Strasser's Statistics," and I was yesterday using these statistics in pointing out to one of our very good agents how well the Red Star Line had done both east and westbound this year, and the fact that it had carried more first class passengers eastbound than the Holland America Line.

If you will refer to Statistic including figures up to the end of July you will find that the Red Star Line's carryings are given as 3861 as against 3576 by the Holland America Line.

Yours very truly,

# Petitioner's Exhibit 1900.

9769

9770

July 8th, 1910.

American Line,
Passenger Department,
Southampton.

Dear Sirs:

Statistics for Mr. Peters.

We are in receipt of your unsigned favor of the 21st ulto., which we have very carefully noted.

"St. Louis" from New York, January 9th, 1909: Mr. R. Whitaker on Ticket 15833 was the Ex-First Officer of the S. S. "St. Louis."

"Philadelphia" from New York, July 3rd, 1909: We note your remarks regarding Mr. A. C. Fetterolf, Mrs. Fetterolf and daughter, on Ticket 16141; but as Mr. Fetterolf is an official of the Company, it is, of course, immaterial to Mr. Peters whether anything was paid on the tickets or not.

Yours very truly, PASSENGER DEPARTMENT.

## Petitioner's Exhibit 1901.

#### AMERICAN LINE.

General "Teutonic."

## SOUTHAMPTON NEW YORK SERVICE,

Canute Road, Southampton, June 21st, 1910.

Passenger Department,
American Line,
9773 Passenger Dept.,
New York.

Dear Sirs:

9774

With reference to our letter of the 17th instant asking you for copies of the Eastbound manifests to enable Mr. Peters to check same, we have been endeavoring to arrange to supply the information from the tissues that you send us of First and Second Class passengers, but they do not contain sufficient particulars to enable us to put them before him. For instance: By the "St. Louis" from New York, 9th of January, 1909, ticket 15833 is marked "D. H.," and we find upon reference to the Passenger Lists was issued in favor of Mr. R. Whitaker.

Yours truly,

For American Line.

# Petitioner's Exhibit 1902.

9775

(Red Star Line.)

Antwerp, 13th May, 1910.

W. W. Jefferies, Esq., New York.

Dear Sir:

N.D.L.V.

Please find enclosed copy of Minues 931-946 which we just received from the Secretary. We send these copies to you personally as per special arrangement.

Yours truly.

RED STAR LINE.

9776

# Petitioner's Exhibit 1903.

NORTH ATLANTIC PASSENGER CONFERENCE.

18 James Street, Liverpool, April 20th, 1910.

Important Notice to Agents.

Your attention is particularly directed to Clause 1 of the Revised Regulations to Agents, indicating the Steamship Lines forming the North Atlantic Passenger Conference, for which alone Agents of Conference Lines are permitted to act.

9777

Agents are specially cautioned that they must not issue or procure tickets, book passengers, nor cause them to be booked, directly or indirectly, for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a conference line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

#### Petitioner's Exhibit 1904.

January 27th, 1910.

Mr. T. C. Swain,

Messrs. Ismay, Imrie & Co., Liverpool.

Dear Mr. Swain:

It has been some time since I have received from you the translated copies of the A. C. Secretary's letters, which is the more strange to me, as we have been receiving regularly direct from Jena all the statistics of the A. C., and N. D. L. V., as well as the letters printed in German.

9779

9780

Yours very truly,

#### Petitioner's Exhibit 1905.

November 15th, 1909.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

In reading over the Atlantic Conference Secretary's letter G. 637, dated Jena, November 1st, the idea occurs to us that both Hapag and the Lloyd have misinterpreted Clause B of the Commentary to Article 11, as we cannot help feeling that the rates referred to therein were intended to apply only to the ports between which the steamers of a line may sail, and are not meant to include the line's ocean rate and inland transportation as well.

Yours truly,
PASSENGER DEPARTMENT,
Per

### Petitioner's Exhibit 1906.

9781

June 7th, 1909.

Messrs. Ismay, Imrie & Co., Steamship Department, Liverpool.

Dear Sirs:

Passenger Situation.

We duly received your favor of the 19th ulto., together with the minutes of the meeting held in London on May 7th between the Cunard Line and the Continental Lines; also the minutes of the meeting held in Liverpool on May 13th and 14th, which resulted in the Scandinavian-American Line joining the Conference, for which please accept our thanks.

We agree with you that the result of both meetings can be considered as quite satisfactory, and places the passenger business on a better basis than it has ever been on before.

Yours truly,
PASSENGER DEPARTMENT,
Per

#### Petitioner's Exhibit 1907.

(White Star Line.)

Steamship Department. Liverpool May 19th, 1909.

Special.
Messrs. Lee & Franklin,
9 Broadway,
New York.

Dear Sirs:

### Passenger Situation.

9785

We have pleasure in sending you copy of Minutes of the Meeting held in London on May 7th between the Cunard Company and Continental Lines, when, however, we were also present in connection with the negotiations for bringing the Cunard Company into the Eastbound Mediterranean agreement—see Minute No. 4. The record of the proceedings will post you fully as to what was decided and you will notice the Cunard Company's Westbound Hungarian traffic is now subject to the original arrangement made at the London Meeting in February last year.

9786

We think the result of this Meeting may be considered satisfactory and removes any fear of trouble in the Mediterranean trade while the Agreement lasts, excepting so far as the Greek Lines are concerned, but they are not looked upon as a very strong opposition, and it has been considered undesirable to endeavor to bring them into the Agreement. We have also pleasure in sending Minutes of the Meeting held in Liverpool on Thursday and Friday last which has resulted in the Scandinavian American Line joining the Conference. This we also think a satisfactory arrangement. You will observe that they have joined the conference on the basis of their present operations and past carryings.

The Agreement you will notice is subject to the Hamburg American and Scandinavian American Lines continuing their Agreement regarding Baltic trade, which at present lapses at the end of the year, but Director Cold advised us he contemplated no difficulty arising in this connection.

Yours faithfully, For Ismay, Imrie & Co.

North Atlantic Passenger Conference.

9788

31 James Street, Liverpool, May 13th, 1909.

E. S. Smyth, Secretary.

The Committee appointed under Minutes of the Conference Meeting held on the 11th instant (clause 1), viz: Messrs. Aitchison, Lister and Cauty met Director Cold and Captain Moller of the Scandinavian-American Line at this office at 11 a. m. today, Mr. Cauty occupying the Chair.

The Chairman explained the reasons which prompted the British Lines to invite the Scandinavian-American Line representatives to meet them in Liverpool, and the position of the Scandinavian-American Line in the business was thoroughly discussed.

Director Cold expressed the willingness of the Scandinavian-American Line to enter into an agreement with the other Lines, and the question of their joining the agreement turned upon the percentage of traffic to be allotted to them.

This question was discussed at great length, the committee offering the allotment of 2.46% Westbound and 3.51% Eastbound as per meeting held last Sep-

tember (being on the basis of 1906-1907 Carryings) informing Director Cold that although the recent carryings of the Scandinavian-American Line hardly justified so large a share, yet they were willing that Scandinavian-American Line should enter the agreement on the same basis as the other Lines.

Director Cold asked for 3% Westbound and 3.50% Eastbound at least, explaining that the period 1906 and 1907 was the most unfair to them that could be selected as a basis, and asked that a more extended period or other years should be taken.

9791

Director Cold intimated that he was disappointed that the percentage offered him was so small, and he was unable to accept same, but he would not, on the other hand, insist on 3% Westbound. He reminded the committee that last September his Line was to be offered 2.60% West and he had expected an improvement on this.

It was explained that circumstances had altered since then, but eventually, finding the Danish Line's representatives obdurate, the committee increased their offer for the Westbound percentage to 2.60 per cent.

Director Cold, however, asked for 2.80 or 2.90% Westbound, accepting 3.50% Eastbound. The committee could not agree to this proposal and neither side being prepared to make any further offer, the meeting closed without result.

9792

Subsequent to the above meeting, the Chairman had an interview with Director Cold, as a result of which a further meeting was called on the 14th instant at 10 a. m., when after obtaining the assent of the other British Lines, a compromise was arrived at and a final agreement concluded, allotting to the Scandinavian-American Line 2.70% Westbound and 3.50% Eastbound.

(Sgd) A. B. CAUTY, Chairman.

(Copy.)

It is understood that today's agreement regarding steerage business is signed by me on behalf of Det Forenede Dampskibs Selskab subject to the contract between the Hamburg Packet Company and Det Forenede Dampskibs Selskab of the 21st December 1904, being prolonged up to 28th February, 1911, as to which I undertake to at once approach the Hamburg Packet Company and to give a definite reply before the 31st instant. I have no reason to expect the Hamburg Packet Company will raise any objection to the proposal.

Should the Hamburg Packet Company refuse the proposal my signature to the said steerage agreement remains binding provided the A. C. Lines agree to cancel clause 5 of that agreement.

(Signed) DET FORENEDE DAMPSKIBS SELSKAB,

C. M. T. Cold.

Liverpool, May 14th, 1909.

North Atlantic Passenger Conference.

31, James Street, Liverpool, May 14th, 1909. 9795

E. S. Smyth, Secretary.

Director C. M. T. Cold,

Det Forenede Dampskibs Selskab,

Copenhagen.

Dear Sir:

On behalf of the committee of the Conference Lines I beg to acknowledge receipt of your letter containing the condition under which you have signed the steerage agreement of this date.

Yours faithfully,

## Petitioner's Exhibit 1908.

(White Star Line.)

Liverpool, 19th May, 1909.

Per. s. s. "Majestic."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9797

9798

We are in receipt of your letter of the 6th instant enclosing letter from Secy. H. Peters dated April 21st intended for us but apparently sent you in error, for which we thank you.

Yours faithfully, For Ismay, Imrie & Co.

### Petitioner's Exhibit 1909.

April 21st, 1909.

Mr. T. C. Swain,

Messrs. Ismay, Imrie & Co., Liverpool.

Dear Mr. Swain:

I am in receipt of your favor of the 8th inst., with reference to the translation of the N. D. L. V. Letters, for which please accept my thanks, and I am sure that so far as you can you will see that the copies that reach us are more legible that heretofore.

With kind regards,

Yours very truly,

# Petitioner's Exhibit 1910.

9799

9800

(White Star Line.)

Passenger Department. Liverpool, 8th April, 1909.

Per s s "Campania."

W. W. Jefferies, Esq.,
Passenger Department,
White Star Line,
New York.

Dear Mr. Jefferies:

I have your letter of the 30th ulto., and am very sorry to learn that the translations of the N. D. L. V. letters which we send you are not so legible as they should be.

As quite a number of copies are taken it is difficult to have each copy in the set perfectly clear, but I have requested the persons concerned to give due attention to the matter so that each of the copies sent you shall be quite readable, and trust you will have no cause for complaint in this respect in future.

With kind regards,

Yours very truly,

T. C. SWAIN.

### Petitioner's Exhibit 1911.

March 30th, 1909.

Mr. T. C. Swain, 30 James Street, Liverpool.

Dear Mr. Swain:

I know it is not good form to look a gift horse in the mouth; but permit me to say that if the translations of the N. D. L. V. letters, which you are so good as to send us from time to time, were a little more legible there would be more pleasure in reading them, not only on my part, but also on the part of the Vice Presidents, who have frequently complained regarding this matter.

I presume you have to make quite a number of copies, which accounts for the faintness of the copies we receive; but if it is possible for you to get a little more ink on our copies it will be very much appreciated.

With kind regards, I am, Yours very truly,

## Petitioner's Exhibit 1912.

9804

9803

January 4th, 1909.

Mr. T. C. Swain,
Messrs. Ismay, Imrie & Co.,
Liverpool.

Dear Mr. Swain:

I am in receipt of your favor of the 23rd ulto., which I have very carefully noted, and I want to thank you for falling in with my suggestion with respect to the A. C. and N. D. L. V. letters, which I note you have mailed to me personally, which is quite in order.

Yours very truly,

## Petitioner's Exhibit 1913.

9805

(White Star Line.)

Passenger Department. Liverpool, 23rd December, 1908.

Per s. s. "Cedric."

Passenger Department,

White Star Line,

9 Broadway,

New York.

Dear Sirs:

We are in receipt of your favour of the 8th instant with regard to translations of N. D. L. V. letters from Secretary Peters and of those A. C. letters which are printed in a foreign language.

We approve your suggestion in this connection, and will arrange in future to prepare and forward, addressed to Mr. W. W. Jefferies, three copies of all such translations which are made here.

Yours faithfully, For Ismay, Imrie & Co.

#### Petitioner's Exhibit 1914.

December 8th, 1908.

Messrs. Ismay, Imrie & Co., Passenger Department, Liverpool.

Dear Sirs:

This office, for a number of years, has been receiving from Secretary Peters, all the circular letters of the N. D. L. V. which have been translated in this office, and three English copies made.

9809

If the above meets with your approval, we would be very glad to receive from you promptly from time to time three English translations of the N. D. L. V. letters, and three copies of the translations of whatever A. C. letters may be printed in a foreign language, and as soon as we commence receiving these copies from you we will discontinue the practice of making translations here.

We beg to remain,

Yours very truly,
PASSENGER DEPARTMENT,
Per.

# Petitioner's Exhibit 1915.

9811

September 1, 1908.

H. Peters, Esq.,

Secretary Atlantic Conference, Jena, Germany.

Dear Sir:

Your favor of the 12th ultimo also the package containing one copy each of circular letters G No. 1 to G No. 210 duly received, for which please accept our thanks.

The delay in acknowledging the above was occasioned by the absence of the writer from the office.

9812

Yours very truly,
PASSENGER DEPARTMENT,
Per.